

DECLARATION OF BARRY DAVID PECK

I, Barry David Peck, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 2<sup>nd</sup> day of June, 2009.

1. I currently reside at

2. I was born on years of age.

3. Peck Iron and Metal, Inc. ("Peck Iron") began in Portsmouth, VA in 1945 and in Richmond in 1946. I joined the company in 1959 and moved to Richmond from Portsmouth in 1969. During the previous ten years, I worked in most areas of operations with the exception of general and administrative offices. The work included inspection, material handling, transportation and processing. When I moved to Richmond in 1969, I worked under the various multiple managers who had controlled operations since 1946. As they moved out and retired over the years, I took on more responsibilities for management of the company. In order to deal with contracts and other legal matters, I was made a Vice President of the company, and eventually President. Julius Peck formerly was the sole owner and the President and he was active in management and operations until his retirement in 1994, at which time I became President of the company. Julius Peck recapitalized the company in 1981, when his ownership was converted to preferred stock and the common stock was transferred (one-third each) to his three sons, including me. In 1998, I purchased my brothers' common stock and became the sole stock holder of the company.

4. I am currently the President of The Peck Company, a corporation organized under the laws of Virginia, with a principal place of business of 1500 Huguenot Road, Suite 108, Midlothian, Virginia.

5. I received an Information Request from the Environmental Protection Agency

(EPA) dated January 13, 2006. On behalf of The Peck Company, I executed and submitted to EPA a response to that Information Request written by my legal counsel Dan J. Jordanger (referred to as "the May 10, 2006 letter"). A true and correct copy of the May 10, 2006 letter is attached hereto as Exhibit 1.

6. My father, Julius Peck, founded Peck Iron in 1945, subsequently acting as Chairman of the Board of Peck Iron.

7. Peck Iron previously operated multiple scrap yard operations, including one at 3220 Deepwater Terminal Road, Richmond, Virginia ("Deepwater Facility") and another at 3850 Elm Avenue, Portsmouth, Virginia ("Portsmouth Facility").

8. Julius Peck acquired the Portsmouth Facility from a Mr. Duncan.

9. The Portsmouth Facility originally constituted 15 acres of land. Later land acquisitions from Proctor & Gamble increased the size of the Facility to 33 acres of land.

10. Approximately 8 acres of the Portsmouth Facility were used for scrap processing.

11. The United States Navy ("USN") held an easement on the Portsmouth Facility totaling approximately one acre.

12. The Portsmouth Facility is "U-shaped," as represented by my hand-drawn Facility diagram, a true and correct copy of which is attached as Exhibit 2 to my Declaration. This diagram is my best effort at a fair and accurate representation of the Portsmouth Facility.

13. Julius Peck worked at the Portsmouth Facility from 1945 until it closed in the early 1990s.

14. I worked at the Portsmouth Facility from 1961 to 1969, where I performed many different functions, including driving a truck, sorting scrap, inspecting scrap metal at military customer's facilities, and preparing bids for scrap from military customer's facilities.

15. From 1969 through 1997, I worked at the Deepwater Facility, first as the Manager, then as Vice President, and finally as President.

16. On May 11, 2004, Stephen G. Werner, the Director of Environmental Services for Draper Aden Associates, submitted to Mr. Donald S. Welsh, Regional Administrator of Region III, U.S. EPA, a Self-Implementing PCB Cleanup Plan for the Portsmouth Facility on behalf of The Peck Company. That letter is attached to this Declaration as Exhibit 3. In the May 11, 2004 letter, Mr. Werner provides a history of the property as "summarized by the owner, the Peck Company." The italicized site history contained in that letter was about the operations at the Deepwater Facility in Richmond, Virginia, and not about the operations at the Portsmouth Facility.

17. To the best of my knowledge, the United States Department of Defense never owned or operated the Peck Iron and Metal business on Elm Avenue in Portsmouth.

18. Peck Iron sold the Deepwater Facility to Sims Metal in 1997.

19. At the time of the sale of the Deepwater Facility to Sims Metal, Peck Iron transferred custody of records related to Peck Iron's records, including certain Portsmouth Facility records.

20. William "Bill" Brewster was Office Manager of the Portsmouth Facility of Peck Iron's operations there and during part of the time I worked at the Portsmouth Facility.

21. Certain Portsmouth Facility records were shipped to the Deepwater Facility. Roger Spero, an outside accountant, may have advised William Brewster which documents to send to the Deepwater Facility.

22. In the later years of Portsmouth's operations, the Deepwater Facility handled billing for the Portsmouth Facility. Therefore, invoices from these later years may be in the

records provided to Sims Metal.

23. In the past, upon entering the Portsmouth Facility, you came upon an office building next to a scale. This building was eventually knocked down and replaced with trailers that held records of the operation. To the best of my knowledge, these records have been destroyed and/or lost.

24. I have done a diligent search and, with exception to the records controlled by Sims Metal, I am not aware of any other Portsmouth Facility records.

25. To the best of my knowledge, personnel records for the Portsmouth Facility do not exist.

26. My brother, Aaron Peck, worked as Julius Peck's personal assistant at the Portsmouth Facility.

27. Richard Collins was a crane operator and yard supervisor at the Portsmouth Facility and at another Peck Iron Facility called Pinner's Point, working mostly at Pinner's Point.

28. Pinner's Point was a scrap metal operation owned and operated in the past by Peck Iron on the Elizabeth River in Portsmouth, Virginia.

29. Peck Iron sent marine equipment, including pumps and engines, from USNships, from Pinner's Point to the Portsmouth Facility. The Byrd Corporation purchased and operated the Pinner's Point operation during the 1970's. I believe Byrd was sold to Sims Metal in the 1990's.

30. Peck Iron employed two secretaries and one bookkeeper at the Portsmouth Facility.

31. Rene Gant is a bookkeeper who worked for Peck Iron in 1999 when Peck Iron was audited by the Internal Revenue Service.

32. Approximately 50 yards behind the records trailers identified in Paragraph 23, a 2000 square foot cinder block building was used for the separation of non-ferrous material.

33. An area known as the "shear area" is where scrap containing lead and PCBs was processed.

34. Battery breaking occurred on the Site, but ceased at some point thereafter in approximately the mid-1970s.

35. Materials from battery breaking were collected in drums and battery casings were thrown into piles.

36. One of my duties during the time I worked at the Portsmouth Facility was to "break batteries." Batteries at the Portsmouth Facility were axed or "hatcheted" open and the acid was drained. Also, at times, batteries were crudely opened by melting the edge of the battery box with a torch, and dumping the "guts" of the battery into a drum. A lot of spillage would occur during the process of emptying the batteries. The battery acid ate holes in the workers' pants. The battery casings, which had lead residue, were bulldozed over on the Peck Facility property. Recovered lead would have been placed in drums and sold to a smelter.

37. Sometime in the mid-1970s, battery breaking ceased at both the Portsmouth Site and the Richmond Site. After that point, whole heavy metal or plastic encased batteries were placed outdoors on pallets and shipped to re-processors.

38. Peck Iron unloaded, inspected, prepared scrap from the suppliers then shipped it in trucks, railroad cars and oceangoing ships to various consumers.

39. The scrapping operations at Peck Iron's Portsmouth Facility were handled differently from those operations at the Deepwater Facility.

40. The Portsmouth Facility accepted scrap from various businesses through

contractual agreements. Arrangements were at times initially agreed to over the telephone, but normally were followed up with a written contract or other paperwork.

41. From its inception in 1945, most of Peck's purchases of scrap were from various U.S. Government Agencies, particularly military bases. Purchases usually were from "Defense Surplus Sales" bids, other "RFP"s, and "spot" bids.

42. The USN sent the Portsmouth Facility low-level radioactive material, scrap with PCBs, and other material later found to be hazardous.

43. The USN and other military bases sent rail carloads and truck loads of obsolete, damaged, worn out, surplus, etc. materials to the Portsmouth Facility, including components of airplanes, ships, railroads, vehicles, insulated cables, transformers, weapon systems (including shells), tank parts, etc. All the items contained unidentified attachments, solutions, and materials.

44. Scrap came to Portsmouth from many United States military bases and federal agencies. I recall specifically that the Portsmouth Facility received scrap from Norfolk Naval Shipyard, St. Julian's Creek, Camp Allen, Cheatham Annex, Yorktown, Quantico, Fort Meade, Army, Coast Guard, Naval Air Station, the National Oceanic and Atmospheric Administration, the Maritime Administration, etc. Also, there were regular purchases from Military Bases in North Carolina, Pennsylvania, Maryland and other States.

45. The largest Federal Gov't suppliers of scrap were those that conducted conversion, decommissioning, or demilitarizing of war ships and smaller boats; aircraft repairs; and handled ordnance material.

46. Moon Engineering was a ship repair yard that was not one of the larger suppliers of scrap to the Portsmouth Facility.

47. Virginia Power and Electric Company ("VEPCO") was a large source of scrap for

the Portsmouth Facility.

48. In the late 1940's when Peck Iron received automobiles at the Portsmouth Facility, the normal practice was to rip the tops off and to cut the chasses up into #2 steel. The tops were baled and the motor blocks were broken in order to get the aluminum pistons. This practice ended when Peck acquired more sophisticated equipment.

49. Peck Iron used oil, that may have contained PCBs, to control the dust on the roads at the Portsmouth Facility and burned the oil in drums for heat in the winter.

50. Customers of the Portsmouth Facility dated back to the 1940s and 1950s and may have sent hazardous substances to the Portsmouth Facility in their scrap. Such substances were not known to be hazardous and would be comingled with the other scrap or equipment when delivered to Peck.

51. Scrap recovered from motors at the Portsmouth Facility included armatures with coils.

52. Anheuser Busch, in Williamsburg, sold scrap to Peck. It was delivered to the Deepwater Facility and the Portsmouth Facility.

53. Ford Motor Company, located in Norfolk, Virginia, was a customer of the Portsmouth Facility. Its scrap may have included capacitors with PCBs, asbestos liners, batteries, and truck components containing PCBs, cadmium, zinc, and other heavy metals.

54. Reynolds Metals, now Alcoa, was a major customer of Peck Iron and provided aluminum scrap and other metals that may have contained hazardous material. I believe that some of the Reynolds Metal scrap may have gone to the Portsmouth Facility.

55. Anheuser Busch was a customer of Peck Iron and sent materials to both the Portsmouth Facility and the Richmond Facility. Correspondence from Peck Iron to Dan Kelley

of Anheuser Busch stated that asbestos and lead storage batteries were being sent with their scrap to the Deepwater Facility.

56. Allied Chemical may have sent hazardous substances to Peck Iron.

57. DuPont was a large customer of the Richmond Facility and the Portsmouth Facility. DuPont once sent scrap that contained a drum marked "Radioactive" to Peck Iron.

58. Associated Naval Architects was a ship repair yard that sent scrap to the Portsmouth Facility.

59. CSX was a customer of Peck Iron's Portsmouth Facility from the 1940s to the 1960s. CSX sent large amounts of scrap metal that may have contained hazardous substances to the Portsmouth Site, including transformers containing PCBs. Someone from the predecessor of CSX was present at the Portsmouth Facility "all the time." CSX sent railroad brake shoes, motors, switch gears, axels, wheels and many other components of rail cars that may have contained hazardous substances. Predecessors of CSX were Seaboard Coastline, Atlantic Coastline, C&O and B&O railroads.

60. Electric Motor and Contracting was an old customer that rewired motors and may have sent scrap with PCBs and asbestos to the Portsmouth Facility.

61. C&P Telephone was an old customer of the Portsmouth Facility that may have sent telephone components to the Portsmouth Facility. Other scrap may have contained hazardous materials (e.g. solvents, coatings, attachments, etc.).

62. General Electric was an old customer of the Portsmouth Facility. General Electric repaired motors and sent damaged components that may have had hazardous substances to the Portsmouth Facility.

63. General Foam was an old customer of Peck Iron.

64. American Brakeshoe was a customer of Peck Iron's Portsmouth Facility that sent components that may have had hazardous substances to the Site.

65. The Portsmouth Facility received large quantities of scrap metal from Delco, a division of General Motors.

66. Gwaltney was a customer of Portsmouth that sent significant quantities of machinery, lubricants, engines, and transformers to the Portsmouth Facility.

67. Newport News Shipbuilding and Drydock ("Newport News Shipbuilding") was an old customer of the Portsmouth Facility (dating back to at least the 1950s and 1960s) that built, repaired and converted Navy ships. In the process of converting Navy ships, Newport News Shipbuilding generated significant amounts of lead, solvents, attachments, coatings, lubricants, cables, gaskets and other materials that may have had hazardous substances that would have gone the Portsmouth Facility.

68. Most companies in the past, including Newport News Shipbuilding, did not empty oil with PCBs from their scrap because the regulations did not require it and perhaps because they received more money from Peck Iron because the scrap would be heavier and they were paid by weight.

69. Norfolk Shipbuilding and Dry Dock ("Norshipco") was an old customer of the Portsmouth Facility (dating back to at least the 1950s and 1960s) that repaired and converted Navy ships. In the process of converting Navy ships, Norshipco generated significant amounts of scrap that may have had PCBs, and other hazardous substances that would have gone to the Portsmouth Facility.

70. Norshipco's scrap sent to the Portsmouth Facility was generated before regulations concerning PCBs went into effect. Most companies in the past, including Norshipco,

did not remove oil with PCBs from their scrap because the regulations did not require it at that point and because perhaps they received more money from Peck Iron because the scrap would be heavier and they were paid by weight.

71. Norshipeo also sent to the Portsmouth Facility metals with attachments that may have included asbestos, gaskets with PCBs ,coaxial cable which may have contained hazardous substances, "take outs".

72. Overhead Door was a customer of the Portsmouth Facility that sent fabricated sheets and hinges to the Portsmouth Facility.

73. Philip Morris sent scrap to the Deepwater Facility in Richmond, Virginia.

74. Potomac Electric Power was an old customer of Peck Iron's (dating back to the 1950s). Potomac Electric Power disassembled one of its plants, generating scrap that may have had hazardous substances, but I am not certain to which Facility this material was sent.

75. Plasser American was a customer of the Portsmouth Facility and sent scrap there.

76. Southeastern Public Service Authority ("SPSA") had a facility located next to the Portsmouth Facility. Metal scrap was removed from the garbage and trash processed by SPSA and sent to the Portsmouth Facility and hazardous substances may have been included.

77. Sumitomo Machinery was a customer of the Portsmouth Facility that may have sent hazardous substances to the Portsmouth Facility, including gear boxes and electric motors containing PCBs.

78. VEPCO was a very large scrap supplier to the Portsmouth Facility that sent transformers with PCBs and probably other hazardous substances to the Portsmouth Facility.

79. Nassau Metals was a customer of the Portsmouth Facility.

80. GATX was a customer of the Portsmouth Facility that sent large amounts of scrap

metal that may have contained hazardous substances to the Portsmouth Site, including transformers containing PCBs. GATX sent railroad brake shoes, motors, switch gears, axels, wheels and many other components of rail cars that may have contained hazardous substances.

81. The Hon Company was a customer of the Deepwater Facility.

82. Norfolk Southern, formerly Norfolk and Western, was a customer of the Portsmouth Facility that sent scrap metal that may have contained hazardous substances to the Portsmouth Site, including transformers containing PCBs. Norfolk Southern sent railroad brake shoes, motors, switch gears, axels, wheels and many other components of rail cars that may have contained hazardous substances. Norfolk Southern's repair shop was the source of the scrap sent to the Portsmouth Facility.

83. Schlumberger Industries was a Portsmouth customer, although I am not sure of the type of scrap it sent. Schlumberger Industries, with headquarters in Texas, was in the maritime and tugboat business and had a repair shop in the Portsmouth, Virginia area.

84. Seaboard Marine was an old customer of the Portsmouth Facility that sent scrap that may have contained electric motors, piping with lead, parts ripped out of boats, condensers, generators and pumps with hazardous substances.

85. Stanley Hardware was a customer of the Deepwater Facility.

86. Waste Management may have generated scrap (e.g. air conditioners) that it may have sent to the Portsmouth Facility.

87. Brenco was a customer of the Deepwater Facility.

88. Woodington Electric was a customer of the Portsmouth Facility.

89. Capital City Iron Works was a fabrication business. I am unsure whether it was a Deepwater Facility or Portsmouth Facility account.

90. Cardwell Machine was a customer of the Deepwater Facility.
91. E.R. Carpenter was a customer of the Deepwater Facility.
92. NAITO America, a Japanese company, was a supplier of scrap to the Portsmouth Facility.
93. Tyson Foods was a customer of the Portsmouth Facility. I believe that the scrap it sent to the Portsmouth Facility included electric motors that may have had PCBs, cutting machine oils, and lubricants.
94. Keyser at Montvale was an auto hauler located in Roanoke that was a customer of the Deepwater Facility.
95. Cleveland Wrecking was a demolition company from Cincinnati, Ohio that sent scrap from the USN and other non-military customers to the Portsmouth Facility.
96. Thousands of suppliers that had a relationship with the Portsmouth Facility over a long period of time provided a continual stream of business. One such business was Newport News Shipbuilding and Drydock.
97. The Chesapeake Corporation ("Chesapeake") had a facility in West Point, Virginia. Chesapeake sold scrap to the Portsmouth Facility in the 1960s through the 1980s. During that time period, Chesapeake sent materials such as batteries, solder, galvanized wire, roofing material, and other metals that contained lead, tin, and zinc, lubricants and other substances. During that time period, Chesapeake also sent scrap including transformers to the Portsmouth Facility that may have contained PCBs and other chemicals. Chesapeake sent lead-acid batteries to the Portsmouth Facility during the time period when battery breaking was going on there.
98. Chesapeake's West Point Mill generated scrap that was loaded on trucks from

containers, where scrap materials were collected to be sent to the Portsmouth Facility.

Transformers of different shapes and sizes were thrown in the bins that Chesapeake sent to Peck Portsmouth. I believe that transformers were sent by Chesapeake to Peck Portsmouth when there were electrical upgrades at the West Point mill, and that such transformers could have been older, unserviceable transformers or newer serviceable transformers.

99. Scrap metal sent by Chesapeake to the Portsmouth Facility would have contained lead paint, and would have included metal cleaning solution, lubricants, liquids and grease. Transformers would have contained PCBs, and galvanized corrugated steel from the mill's roof might have included insulation that contained asbestos.

100. Chesapeake sent scrap metal to both the Portsmouth Facility and the Richmond Facility.

101. Any transformers received by Peck Portsmouth, regardless of whether they were serviceable, were processed by Peck Portsmouth in order to recover the scrap metal and were not purchased to be sold to third parties for reuse. Scrapping operations at Peck Portsmouth were labor intensive, and due to its processing practices, it was not cost effective for Peck Portsmouth to pull out any usable parts for reuse or resale. After copper and transformer oil were removed, copper metal was recovered from transformers and the steel was cut to sizes required by the steel mill consumers.

102. Transformers sent to Peck Portsmouth were steel boxes that contained oil with the PCB additive and steel wrapped with copper in different configurations and quantities. Insulation may have been on the copper and glass balls may have been attached. Some of the persons who sent transformers to the Portsmouth Site would have removed the insulation prior to sending them.

103. Transformers sent to the Portsmouth Facility could have been large (more than 100 pounds), but most were small in size (less than 100pounds).

104. The Peck Company regularly received "suspect material" meaning material that may have contained hazardous substances, from various companies, including but not limited to Veeco, Chesapeake, DuPont, the Virginia Highway Department, military bases and shipyards with which the Peck Company did business.

105. Various non-gov't companies and scrap collectors brought to the Portsmouth Facility metal from gov't bases, landfills, farms, manufacturing plants, machine shops, etc The largest dealer was John Holland, whose operation was located in Suffolk, Virginia.

106. Victor Peck, , is my cousin.

107. Victor Peck may have operated Strategic Alloys, which may have done business with the Department of Defense ("DOD"). If it did, any scrap received from DOD would have been sent to the Portsmouth Facility.

108. Peck purchased much scrap from Dupont and Allied Chemical. Other "old" customers whose material might have gone to Portsmouth included: Union Bag Camp (large paper company in Franklin, VA) and Georgia Pacific. Peck in Richmond received (and rejected) railroad tank cars from Allied that contained noxious fumes. Dupont sent Peck's Richmond plant, containers marked, "radioactive." Scrap was usually loaded at the customers' sites in trucks or railroad cars and delivered to Elm Ave in Portsmouth or to Richmond for processing. Most of the sellers had multiple locations from which they would have sold their scrap and it would have been delivered to/received at Elm Ave (e.g. scrap from damage at an accident site; abandoned equipment; obsolete facilities; left over materials from a repair and maintenance shop, etc.). The scrap likely had attachments or components with solvents or lubricants or fuels,

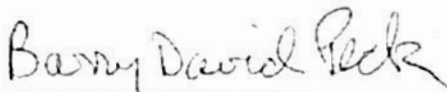
etc., that may have included heavy metals, chemical additives, coatings, etc., that may have been hazardous. When processing the scrap, the contaminated elements would have fallen to the ground. Had Peck been informed or warned of any dangerous properties, it would not have purchased or handled the material.

109. In general, where references are made to "hazardous substances," I did not know at the time whether the substances sent to Peck were in fact actually hazardous or actually had dangerous properties.

110. Had we been informed or warned of the dangerous nature of these substances, The Peck Company would not have purchased or handled those materials or would have handled those materials differently.

NOTE: This Declaration is based on my best recollection, information and belief. This Declaration is based on information gained in my capacity as a principal and officer of The Peck Company and its predecessors and, in certain respects, not necessarily as the result of direct knowledge or involvement. My statements are based on current knowledge and information which may have been unknown to me at the time the events occurred.

I, Barry David Peck, declare under penalty of perjury that the foregoing is true and correct. Executed on this 2<sup>nd</sup> day of June, 2009.

  
BARRY DAVID PECK

7 May

Ex 1

HUNTON &  
WILLIAMS



SDMS DocID 2071071

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May 10, 2006

**VIA ELECTRONIC AND  
OVERNIGHT MAIL**

Mr. Randy Sturgeon (3HS23)  
United States Environmental  
Protection Agency, Region III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

**Re: Response of The Peck Company to Request for Information Pursuant  
Under Section 104(e) of CERCLA With Regard to Peck Iron and Metal  
Property, 3850 Elm Avenue, Portsmouth, Virginia**

Dear Mr. Sturgeon:

On behalf of The Peck Company (hereinafter "Peck"), this is the response, as of the date set forth above, to the letter from Dennis P. Carney dated January 13, 2006, and received by Peck on March 6, 2006, requesting information with regard to the Peck Iron and Metal property in Portsmouth, Virginia (hereinafter the "Information Request").<sup>1</sup> We are submitting this response in our capacity as counsel for Peck. Peck understands that it has a continuing obligation to supplement this response if additional information becomes available, and Peck reserves the right to submit additional information that it may find to be responsive to the Information Request.

Set forth below are each question contained in the Information Request in *bold-faced, italicized type*, followed by Peck's response as of the date of this letter.

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<sup>1</sup> The Information Request called for a response within 30 calendar days of the date on which we received it. In a letter to Dennis Carney sent on March 17, 2006, David Peck requested an extension until May 5, 2006, to submit Peck's response. On behalf of EPA, Mr. Carney granted this request in a letter sent to Mr. Peck on March 28, 2006. Patricia Miller granted Peck an additional extension until May 10, 2006, which I confirmed in an e-mail to Ms. Miller on May 3, 2006.



Mr. Randy Sturgeon

May 10, 2006

Page 2

1. *As it relates to the Site, what is the current nature of your business or activity or any other business or activity that may be taking place at the Site?*

RESPONSE:

Currently a minority owned business, Able Body Demolition, is using the property to store its trucks. Able Body also has unloaded inert material, including concrete, dirt, and asphalt, on the property, and has spread some of the piles of asphalt and concrete. The company has followed Peck's instructions not to remove any soil from the site, and to keep any visitors or vandals off the site.

2. *As it relates to the Site, what was the nature of any business or activity during the period of time you or any member of the Peck family, or a company substantially owned or controlled by the Peck family, either owned and/or operated the Site?*

RESPONSE:

From 1945 to approximately 1990, the business conducted at the property was the purchase, processing, storage and shipping of metal scrap from various military bases, other federal, state and local government agencies, and local businesses. Liquidation of remaining scrap materials off of the property continued into the early 1990s. In addition, Peck Equipment Company was established in the 1960's to locate hard-to-find parts for the U.S. Navy.

In a letter from S.G. Werner to D.S. Welch of EPA dated May 11, 2004, Mr. Werner provided an historical summary of Peck's activities at the property. This letter also was provided as an attachment to an e-mail from S.G. Werner to K. Bunker dated July 28, 2004.

3. *Describe how the size or property boundaries of the Site have changed since the inception of Peck activities at the Site.*

RESPONSE:

Some time during the period between 1945 and 1950, Peck acquired land adjacent to the original parcel. In the 1990's, less than an acre was acquired from the U.S. Navy. In 2003, Peck donated a conservation easement of approximately six acres along Paradise Creek to the Elizabeth River Project ("ERP"), which modified the land to serve as a wetland and forested buffer area. In the course of its work, the ERP removed a berm, dredged soils, re-contoured the area, and deposited soil back on other portions of the Peck property.



Mr. Randy Sturgeon  
May 10, 2006  
Page 3

The current 33 acres are on five parcels. The following table summarizes the title history of the current property.

#### Deed Records Search

DATE	GRANTOR	GRANTEE	COMMENTS
05-18-88	Peck Iron & Metal Co., Inc.	Elm Leasing Co.	2.990 ac - 1 <sup>st</sup> part 2 <sup>nd</sup> & 3 <sup>rd</sup> parts - Easements
10-01-76	USA Dept. of Navy	Peck Iron & Metal Co., Inc., et al.	3 <sup>rd</sup> part - Easement, 0.05 ac.
06-30-76	Norfolk-Portsmouth Belt Line Railroad Co.	Peck Iron & Metal Co., Inc., et al.	2 <sup>nd</sup> part - Easement agreement for use of Scott Center Road Crossing
10-28-69	USA Dept. of Navy	Norfolk-Portsmouth Belt Line Railroad Co.	Deed of Easement
12-30-63	Proctor & Gamble Mfg. Co.	Peck Iron & Metal Co., Inc.	4.544 ac.
05-13-88	Peck Iron & Metal Co., Inc.	Peck Portsmouth Land Co.	Parcel B - 22.924 ac.
12-30-63	Proctor & Gamble Mfg. Co.	Peck Iron & Metal Co., Inc.	4.544 ac.
01-26-60	Proctor & Gamble Mfg. Co.	Peck Iron & Metal Co., Inc.	21.4 ac.
01-26-60	Peck Iron & Metal Co., Inc.	Kenneth McCracken, Trustee	Holder of Note, 21.4 ac.
03-31-31	Portsmouth Cotton Oil Refining Corp.	Proctor & Gamble	Parcels A & B - 110 ac.
01-01-88	Julius S. & Bess P. Peck	JSP Land Company	2 ac; Parcel A-1.174 ac.; Parcel B-2.733 ac.; 1 <sup>st</sup> -0.8016 ac.; 2 <sup>nd</sup> -1 ac.; 3 <sup>rd</sup> -0.55 ac.; 4 <sup>th</sup> -Parcel 1-0.004 ac., Parcel 2-0.17 ac.
07-29-47	Trites Refinery, Inc.	Julius S. Peck	2 ac.
07-12-47	Philip C. Cuddeback, et ux.	Trites Rendering, Inc.	

# HUNTON & WILLIAMS

Mr. Randy Sturgeon  
May 10, 2006  
Page 4

03-08-47	Frederick W. Marrat	Philip C. Cuddeback	
01-07-29	American Forest Products Company	Frederick W. Marrat	
10-11-28	Cradock Mfg. Co.	American Forest Products Company	
09-29-50	Richard B. Kellam, Special Commissioner, et al.	Julius S. Peck & R.F. & Thirza Trant	Parcels A (1.174 ac.) & B (2.733 ac.). Kellam Commissioner for dispute in Trant family. R.F. paid off dispute amount to Commissioner, land released to Peck
07-30-28	H.W. West	John H. Trant, Jr.	
07-05-28	R.D. White	John H. Trant, Jr.	
05-28-28	Cradock Mfg. Co.	Richard B. Kellam, Special Commissioner	
08-06-45	Joseph W. Dunkam, et al.	Julius S. Peck (formerly Julius S. Pecker)	1 <sup>st</sup> - 2.304 ac. 2 <sup>nd</sup> - 1 ac. 3 <sup>rd</sup> - 0.55 ac. 4 <sup>th</sup> - Parcel 1 - 0.004 ac. Parcel 2 - 0.17 ac.
06-29-44	Commonwealth of Va.	Joseph W. Dunkum	4 <sup>th</sup> - Parcels 1 & 2; quit claimed to Dunkum
05-31-43	County of Norfolk	Commonwealth of Va.	4 <sup>th</sup> - Parcels 1 & 2; quit claimed to Commonwealth of Va.
08-03-28	Norfolk Portsmouth Bridge Corp.	County of Norfolk	4 <sup>th</sup> - Parcels 1 & 2
04-18-28	Cradock Mfg. Co.	Joseph W. Dunkum	3 <sup>rd</sup> - 0.55 ac.
04-16-27	Cradock Mfg. Co.	Joseph W. Dunkum	1 <sup>st</sup> - 2.304 ac.
04-27-26	Cradock Mfg. Co.	Joseph W. Dunkum	2 <sup>nd</sup> - 1 ac.



Mr. Randy Sturgeon  
May 10, 2006  
Page 5

4. *Explain how hazardous substances such as, but not limited to, polychlorinated biphenyls (PCBs) and lead came to be present on the site.*

RESPONSE:

The metal scrap purchased during the period of scrap metal operations consisted of damaged and obsolete equipment, attachments, parts, and other miscellaneous materials. At various times the scrap contained cadmium-coated automobile parts; lead as an additive in petroleum products; PCBs in insulated wire, gaskets, fluorescent lights, transformer oil, and household appliances that used capacitors; lead-based paint in scrapped bridge sections; and lead in automobile batteries. Metal scrap from the government was not cleaned or purged of hazardous substances before transfer to the Peck property.

5. *Provide all information regarding the current or past environmental and physical conditions at the Site including but not limited to geology and hydro-geology, soil, groundwater, surface-water (including drainage patterns), sediments, sewer systems, and storm water conveyance systems. This includes, but is not limited to, field observations and measurements, laboratory data, field screening data, boring logs, sample locations and dates.*

RESPONSE:

Physical and chemical data for the property have been submitted to the Virginia Department of Environmental Quality ("DEQ") and EPA. Peck believes that information provided to DEQ and EPA through December 2004 confirmed that there are discrete locations on the property with elevated concentrations of certain parameters, but that there would be no unacceptable risk to the environment or to humans if the property were covered with a cap and restricted as to future use. Furthermore, there were no indications that the property would endanger anyone if left undisturbed. A risk assessment prepared for Peck indicates that there would be no unacceptable risks to humans or the environment or the likelihood of a release to groundwater even if it were assumed that there are PCB concentrations of up to 5,000 mg/kg in the former metal processing area.

The following table lists reports and other communications by which EPA and/or DEQ were provided information responsive to this question. Peck is not submitting copies of these reports and communications with this response but will provide them to EPA upon request.

# HUNTON & WILLIAMS

Mr. Randy Sturgeon  
May 10, 2006  
Page 6

Date	Recipient	Sender	Description
15-May-03	Bernard, J.	Werner, S.G.	Draft Site Characterization Risk Assessment Report
28-May-03	Bernard, J.	Werner, S.G.	Site Characterization - Risk Assessment Report, Proposed Pull-A-Part Site, 3500 and 3850 Elm Avenue, Portsmouth, Virginia
04-Aug-03	Bernard, J.	Werner, S.G.	Response to DEQ's 18-Jun-03 letter commenting on Site Characterization Report and proposing a sampling program
12-Aug-03			Quantitation Report of samples obtained on 8-Aug-03
11-Sep-03	Greene, K.L.	Peck, B.D.	Letter regarding EPA's desire to sample for dioxin contamination at site; briefly discussing previous site operations; and requesting authorization from DEQ to go forward with site remediation
21-Oct-03	Werner, S.G.	Unze, S.C.	Attaches sample results for PCDDs and PCDFs
04-Nov-03		Williams, M.D.	Pull-A-Part Sampling Event: 08-06-03
07-Nov-03	Bernard, J.	Werner, S.G.	Site Characterization Study Addendum; attached is 27-Oct-03 memorandum to J. Bernard from S.G. Werner presenting sediments sampling plan
21-Nov-03	Werner, S.G.	Kinder, D.S.	Explanation of deficiencies cited in M. Williams 4-Nov-03 report
18-Dec-03	Bernard, J.F.	Hatcher, R.F.	Email forwarding colloquy between J.F. Bernard and S. Hahn of NOAA regarding the Peck Property Report addendum
17-Feb-04	Werner, S.G.	Williams, M.D.	Memorandum regarding QA/QC criteria

Mr. Randy Sturgeon  
May 10, 2006  
Page 7

Date	Recipient	Sender	Description
17-Feb-04	Bernard, J.	Werner, S.G.	Response to EPA's 15-Jan-04 "Characterization Report Review"; attached are: EPA's 15-Jan-04 letter; QA/QC reports for PCB and lead analyses for soil samples; summary of data validation performed by Draper Aden; and a response by laboratory to deficiencies identified by Draper Aden
30-Mar-04	Rice, S.	Werner, S.G.	Letter enclosing PCB analytical data, including map showing October 2003 PCB soil sampling results
11-May-04	Welsh, D.S.	Werner, S.G.	Letter enclosing Peck's "Self-Implementing PCB Cleanup Plan"
28-Jun-04	Peck, D.B.	Jarvela, S.	Letter stating EPA wants to conduct sampling at Peck site's wetlands and shoreline along border of property and Paradise Creek. Property Access Agreement attached
29-Jun-04			EPA Region III "Property Access Form" granting EPA and members of response team access to The Peck Company Site to collect samples for PCB and metals analysis
07-Jul-04			Sediments chain of custody form prepared by Mr. Hatcher
13-Jul-04	Welsh, D.S.	Werner, S.G.	Response to EPA Region III's 22-Jun-04 letter to B.D. Peck from J.J. Burke regarding deficiencies in Self-Implementing PCB Cleanup Plan; attached is Revised (12-Jul-04) Site Characterization and Self-Implementing PCB Cleanup Plan

Mr. Randy Sturgeon  
May 10, 2006  
Page 8

Date	Recipient	Sender	Description
20-Jul-04		Severn Trent Labs	Sample confirmation report
16-Aug-04	Hatcher, R.F.	Jarvela, S.	Email regarding preliminary results of 7-Jul-04 sampling event
03-Sep-04	Hatcher, R.F.	Rieger, J.	Summary of samples taken; cost of analysis; map of locations where samples were taken
28-Sep-04	Loeb, M.	Werner, S.G.	Email update on sample analysis
26-Oct-04	Welsh, D.S.	Werner, S.G.	Response to EPA Region III's 15-Oct-04 correspondence regarding Self-Implementing PCB Cleanup Plan; attached is Revised (22-Oct-04) Site Characterization and Self-Implementing PCB Cleanup Plan
18-Nov-04	Hatcher, R.F., Werner, S.G.	List, R.	Email setting out treatability study results and suggesting a meeting to discuss the results, treatment/stabilization strategies, regulatory implications and costs.
23-Nov-04	Hatcher, R.F., Werner, S.G.	List, R.	Additional treatability results
06-Jan-05	Hatcher, R.F., Bernard, J.F., Green, K.L.	Rieger, J.	Email regarding 70 ppb PCB screening level in sediments
03-Feb-05	Hatcher, R.F.	Williams, T.G.	Fax proposing use of same grid numbers and letters system as drawing supplied to Koontz-Bryant, reporting of plant to conduct site work from 8-Feb-05 thru 10-Feb-05
09-Feb-05	Bernard, J.	Werner, S.G.	Memorandum regarding soil sample location plan
16-Jun-05	Werner, S.G. & Hatcher, R.F.	Webb, J.N.	Requesting status of grid sampling effort



Mr. Randy Sturgeon  
May 10, 2006  
Page 9

Date	Recipient	Sender	Description
Undated			Site location map; well locations and boring locations; summary of analytical data - surface soil samples (6/1999 & 7/1999); summary of analytical data - soil/water interface soil samples (7/1999); summary of analytical data - groundwater (7/1999); summary of analytical data - mixed media (7/1999)

Peck is submitting to EPA with this response the laboratory data reports for samples collected at the property during 2005.

6. *Provide all documents that show the types of material accepted, customers, operational periods, and description of operations (including locations of operations) both owned and/or operated by you or any tenant(s).*

**RESPONSE:**

Peck has no documents in its possession responsive to this question. The following provides a brief description of operations on the property based on David Peck's recollection.

The operations at the property until the 1980's were located in and around the cinderblock buildings in the center of the property. At one of the buildings, a hydraulic guillotine shear cut steel to size. One building served as a sorting and storage room for non-ferrous metals and contained a small aluminum furnace to melt aluminum scrap. In the front, by the stop light, was a men's locker room and machine shop. A weigh scale was outside an office trailer near the stop light.

During the period of scrap metal operations on the property, the Department of Defense processed and sold metal scrap to Peck Iron & Metal from various military bases and Navy yards, including: Norfolk Naval Shipyard; Naval Air Station; Oceana; St. Juliens Creek; Cheatham Annex; Yorktown; Quantico; Ft. Meade; and Bellwood. The General Services Administration, Coast Guard, NOAA, and other agencies of the federal government also regularly sold surplus material to Peck Iron & Metal. Other large, non-government sellers to Peck Iron & Metal included the railroads, Virginia Electric and Power, landfills (which were

Mr. Randy Sturgeon  
May 10, 2006  
Page 10

sources of white goods and miscellaneous scrap), and the ship repair facilities, including Newport News Shipbuilding and Drydock, Norfolk Shipbuilding, and Moon Engineering.

Two occupants of the property -- neither affiliated with Peck -- in approximately 2001-02 operated businesses involving the handling of equipment and perhaps scrap metals. One occupant's operation led to action by DEQ, after which Peck evicted the occupant from the property. Currently, Able Body Demolition is using the property for truck storage and is helping to keep the property secure.

7. *Provide any correspondence to or from local, state or federal governments that discuss environmental conditions or issues at the property. This could include, but is not limited to, information regarding inspections, permits, violations and discharges.*

**RESPONSE:**

At the time Peck entered the Virginia Voluntary Remediation Program, its past and current environmental data were provided to DEQ. The history was also carefully reviewed by the Elizabeth River Project before it accepted approximately seven acres for a conservation easement.

The following table lists reports and other communications by which EPA and/or DEQ were provided information responsive to this question. Peck is not submitting copies of these reports and communications with this response but will provide them to EPA upon request.

<b>Date</b>	<b>Recipient</b>	<b>Sender</b>	<b>Description</b>
30-Apr-02	Gussman	Mayfield, M.	Letter informing DEQ of grant to address stormwater and habitat enhancement at Peck site
01-May-02	Peck, B.D.	Jackson, M.M.	Letter recommending demonstration project to enhance shoreline/stormwater on western side of Peck project, indicating that ERP expected \$30,000 to \$40,000 in grant funds to be available to assist in this voluntary project

# HUNTON & WILLIAMS

Mr. Randy Sturgeon  
May 10, 2006  
Page 11

Date	Recipient	Sender	Description
06-Nov-02	Various	Jackson, L.	Email requesting comments on attached "Project Activities Coordination Meeting for 'Return to Paradise' - Peck Iron & Metal, Timeline of Action Items." List of attendees also attached.
27-Nov-02	West, T.	Pocota, M.A.	Letter regarding Joint Permit Applications (Peck and Elizabeth River Project) for wetlands restoration project and a stormwater/wetland pond
02-Dec-02		U.S. Army Corps of Engineers	Notification that Peck's proposed activity may qualify for Nationwide Permit 39; that proposed activity may affect historical properties (Norfolk Naval Shipyard); therefore, work cannot commence until requirements of National Historic Preservation Act have been met
06-Dec-02	Greene, K.L.	Cohen, A.	VRP Application for property located at 3850 Elm Avenue
13-Dec-02	Levetan, S.L.	Mayfield, M.	Letter offering grant-funded assistance to implement ERP's recommendations for sustainable development of Peck Site. Attached is "Environmental Stewardship Recommendations, Proposed Pull-a-Part Auto Recycling Facility, Elm Avenue, Portsmouth, VA" and "Best Management Practices for the Auto Salvage Industry"

Mr. Randy Sturgeon  
May 10, 2006  
Page 12

Date	Recipient	Sender	Description
06-Jan-03		VIMS	VIMS Shoreline Permit Application Report 02-2315 recommending applicant submit formal planting and monitoring plan
09-Jan-03			Notice of Public Hearing, Wetlands Board of the City of Portsmouth - Request of The Peck Company and The Elizabeth River Project for a wetland restoration area on the property at 3850 Elm Avenue
06-Mar-03			Portsmouth City Council, Public Hearing/Planning Items. Resolution (signed by City Manager) approving with conditions Pull-A-Part of Portsmouth's proposal to operate a motor vehicle recycling facility at 3850 Elm Avenue
11-Mar-03			Portsmouth City Council, Agenda. Pull-A-Part's use permit application is on agenda
14-Mar-03	Porter, S.J.	Wetmore, D.G.	Letter stating the exception request for BMP should not be granted because it does not meet necessary requirements
02-Apr-03	Pocta, M.A.	Porter, S.J.	Letter requesting additional WQIA information for site be submitted to Department by 11-Apr-03
10-Apr-03	Haste, G.J.	Pocta, M.A.	CBLAD and City of Portsmouth need stormwater calculations and justification for the stormwater location in the RPA buffer



Mr. Randy Sturgeon  
May 10, 2006  
Page 13

Date	Recipient	Sender	Description
11-Apr-03	Hatcher, R. F.	Hannah, J.	"Benefits of Proposed Stormwater Wetland at Peck Iron & Metal Site," Bill Hunt, Advisor to the Elizabeth River Project
14-Apr-03	Porter, S.J.	Hatcher, R.F.	Letter responding to 2-Apr-03 letter to M.A. Pocta in connection with locating a BMP within the Resource Protection Area for Paradise Creek wetlands
22-Apr-03	Porter, S.J.	Pocta, M.A.	Letter withdrawing Application for Exception from consideration at the City's Planning Commission meeting on 6-May-03
22-Apr-03	Hatcher, R.F.	Porter, S.J.	Memorandum stating information the City was seeking on stormwater calculations and buffer was not submitted timely and therefore will not be considered at the Planning Commission's 6-May-03 meeting
15-May-03	Bernard, J.	Werner, S.G.	DRAFT Site Characterization - Risk Assessment Report
28-May-03	Bernard, J.	Werner, S.G.	Site Characterization - Risk Assessment Report. Attached are: results of 29-Jul-99 Hatcher-Sayre Site Characterization Study; REAMS Risk Analysis; groundwater analytical results for 5-03 sampling; 9-Jul-99 Final Scope of Work for Site Investigation at The Peck Company, Portsmouth, Virginia
18-Jun-03	Hatcher, R. F.	Bernard, J.F.	Comments from DEQ and EPA on 28-May-03 Site Characterization Report and 4-June-03 site visit

Mr. Randy Sturgeon  
May 10, 2006  
Page 14

Date	Recipient	Sender	Description
18-Jun-03	Hatcher, R.F.	Bernard, J.F.	Letter commenting on 28-May-03 Site Characterization Report and 4-Jun-03 site visit
23-Jun-03	Hatcher, R.F.	Dinardo, Nicholas	Email requesting site visit with representatives of EPA, DEQ, and Peck.
14-Jul-03	Bernard, J.F.	Hatcher, R.F.	Letter regarding 9-Jul-03 meeting with DEQ and EPA, Peck's and Pull-A-Part's commitment to locate, remove and remediate "hot spots"
04-Aug-03	Bernard, J.	Werner, S.G.	Response to DEQ's 18-Jun-03 letter commenting on Site Characterization Report and proposing a sampling program
11-Sep-03	Greene, K.L.	Peck, B.D.	Letter regarding EPA's desire to sample for dioxin contamination at site; briefly discussing previous site operations; and requesting authorization from DEQ to go forward with site remediation
15-Sep-03	Comacho, J.	Werner, S.G.	Email inquiry regarding dioxins in soil -- capping as remediation
15-Sep-03	Cooper, D.	Werner, S.G.	Email listing questions regarding dioxin Werner would like to discuss with Cooper in a 1:30 telephone conversation
22-Sep-03	Rupert, R.	Jackson, M.M.	Memorandum setting out the Elizabeth River Project's position on disputed issues concerning contamination at the Peck site
25-Sep-03	Levetan, S.L.	Bernard, J.F.	Comments from DEQ and EPA on 4-Aug-03 Response to Comments and Proposed Sampling Plan

Mr. Randy Sturgeon  
May 10, 2006  
Page 15

Date	Recipient	Sender	Description
09-Oct-03			Agenda for 9-Oct-03 Elizabeth River Project meeting
07-Nov-03	Bernard, J.	Werner, S.G.	Site Characterization Study Addendum -- describes sampling activities between Jun- and Nov-03, analytical testing results and proposed approach to site remediation; attached is 27-Oct-03 memorandum to J. Bernard from S.G. Werner presenting sediments sampling plan
18-Dec-03	Bernard, J.F.	Hatcher, R.F.	Email forwarding colloquy between J.F. Bernard and S. Hahn of NOAA regarding the Peck Property Report addendum, stormwater runoff and the buffer
30-Dec-03	Hatcher, R. F.	Levetan, S.L.	Email forwarding language regarding "Peck 20031211 Review Ltr 1" providing EPA comments and observations of the 7-Nov-03 Peck Site Characterization Report
09-Jan-04	Hatcher, R.F.	Mayfield, M	Email entitled, "Elizabeth River Partnership - Jeopardy?" in which Mayfield forwards an exchange with Don Welsh, EPA Regional Administrator
15-Jan-04	Bernard, J.	Jarvela, S.	EPA's comments on Site Characterization Report
23-Jan-04	Bernard, J.F.	Greene, K.L., et al.	Email forwarding comments and observations on the 7-Nov-03 Peck Site Characterization Report

Mr. Randy Sturgeon  
May 10, 2006  
Page 16

Date	Recipient	Sender	Description
06-Feb-04	Bernard, J.F.	Hatcher, R.F.	Email forwarding Bernard's comments to K. Greene regarding EPA's comments and concerns: QA/QC documentation and the vertical investigation area
06-Feb-04	Peck, B.D.	West, T.L., MRC	Acknowledging receipt of application seeking authorization to create wetlands and clear phragmites
13-Feb-04	Bernard, J.F.	Jarvela, S., et al.	Series of emails whereby State requests contact from EPA for Perspective Purchaser Agreement issue; EPA requests point of contact for Pull-A-Part
17-Feb-04	Bernard, J.	Werner, S.G.	Response to EPA's 15-Jan-04 "Characterization Report Review"; attached are: EPA's 15-Jan-04 letter; QA/QC reports for PCB and lead analyses for soil samples; summary of data validation performed by Draper Aden and a response by laboratory to deficiencies identified by Draper Aden
27-Feb-04	Gills, W.	Werner, S.G.	Brownfield Remediation Loan Application submitted on behalf of The Peck Company
09-Mar-04	Jarvela, S.	Bernard, J.F.	Letter stating EPA is satisfied with Draper Aden site characterization and determined the project can proceed to the remediation stage
11-Mar-04	Bernard, J.	Jarvela, S.	Letter stating EPA's position that DEQ is the lead agency for Peck site project and is committed to support DEQ as the remedial action plan proceeds

Mr. Randy Sturgeon  
May 10, 2006  
Page 17

Date	Recipient	Sender	Description
12-Mar-04	Hatcher, R. F.	Bernard, J.F.	Email colloquy at DEQ regarding Peck's Brownfield's loan application
26-Mar-04	Peck, B.D.	Gills, W.A.	Letter notifying Peck the SWCB approved Brownfield Remediation loan in the amount of \$960,000 contingent upon satisfactory credit analysis by the VRA.
16-Apr-04	Bunker, K.	Bernard, J.F.	Email regarding Bunker's assignment as EPA's project manager of the Peck site
22-Apr-04	Bernard, J.	Bunker, K.	Email requesting DEQ to instruct Peck to submit a self-implementing PCB cleanup plan that complies with 40 CFR 761.61(a)
07-May-04			One page synopsis of Peck Recycling Co.'s history
11-May-04	Welsh, D.S.	Werner, S.G.	Letter enclosing Peck's "Self-Implementing PCB Cleanup Plan"
18-May-04	Hatcher, R.F.	Jarvela, S.	Email stating Jarvela hasn't scheduled trip, but will send access form for owner to sign
15-Jun-04	Werner, S.G.	Bernard, J.F.	Email responding to S. Werner's interpretation of 40 CFR section 761.61 in connection with the Self-Implementing PCB Cleanup Plan. Email also discusses wetlands sampling
16-Jun-04	Baldwin, Bob	Jackson, L.	Email requesting a meeting with Baldwin and/or other City of Portsmouth representatives to discuss the City's concerns or needs in order to move forward with Elm Avenue remediation

Mr. Randy Sturgeon

May 10, 2006

Page 18

Date	Recipient	Sender	Description
22-Jun-04	Peck, B.D.	Burke, J.J.	EPA's comments on Peck's Notification and Certification, dated 11-May-04, provided pursuant to requirements of the Self-Implementing On-Site Cleanup and Disposal of PCB Remediation Waste Regulation
27-Jun-04	Peck, B.D.	Jarvela, S.	Fax cover sheet attaching access agreement; Jarvela will contact Hatcher to schedule site visit
28-Jun-04	Peck, D.B.	Jarvela, S.	Letter stating EPA wants to conduct sampling at Peck site's wetlands and shoreline along border of property and Paradise Creek. Also attaches Property Access Agreement
29-Jun-04			DRAFT "Sampling and Analysis Plan for the Peck Iron and Metal Site, Portsmouth, Virginia" prepared for EPA by Tetra Tech
29-Jun-04			EPA Region III "Property Access Form" granting EPA and members of response team access to The Peck Company Site to collect samples for PCB and metals analysis
13-Jul-04	Welsh, D.S.	Werner, S.G.	Response to EPA Region III's 22-Jun-04 letter to B.D. Peck from J.J. Burke regarding deficiencies in Self-Implementing PCB Cleanup Plan; attached is Revised (12-Jul-04) Site Characterization and Self-Implementing PCB Cleanup Plan

Mr. Randy Sturgeon  
May 10, 2006  
Page 19

Date	Recipient	Sender	Description
28-Jul-04	Bunker, K.	Peck, B.D.	Memorandum regarding Peck's former operations at Portsmouth site.
28-Jul-04	Bunker, K.	Werner, S.G.	Email attaching a historical summary of Peck's activities at Elm Avenue which were included in 11-May-04 cover letter to Self-Implementing Cleanup Plan
28-Jul-04	List	Bunker, K., EPA	Email giving status on cleanup plan -- still reviewing amended plan EPA received on 14-Jul-04
16-Aug-04	Hatcher, R. F.	Bernard, J.F.	Email stating Levetan indicates Pull-A-Part is very determined to purchase property
20-Aug-04	Hatcher, R. F.	Bernard, J.F.	Email regarding status of Elm Avenue VRP project
23-Aug-04	Ward, K.	Bernard, J.F.	Email stating Elm Avenue project is moving forward
26-Oct-04	Welsh, D.S.	Werner, S.G.	Response to EPA Region III's 15-Oct-04 communication regarding Self-Implementing PCB Cleanup Plan; attached is Revised (22-Oct-04) Site Characterization and Self-Implementing PCB Cleanup Plan
16-Nov-04	Baldwin, R.A.	Barclay, R.C.	Letter Application for Extension of Use Permit 03-01 by Pull-a-Part of Portsmouth, LLC to operate a motor vehicle recycling facility at 3850 Elm Avenue, owned by The Peck Company, Peck-Portsmouth Recycling Co.
19-Nov-04	Peck, B.D.	Burke, J.J	EPA's response to Peck's Revised Notification and Certification, dated 25-Oct-04

Mr. Randy Sturgeon

May 10, 2006

Page 20

Date	Recipient	Sender	Description
01-Dec-04			Chronology of Primary Activities - Proposed Pull-A-Part, Inc. Site - Elm Avenue, Portsmouth, VA
22-Dec-04	Hatcher, R.F.	EPA, DEQ	Confirming 5-Jan-05 meeting to discuss options available under TSCA and/or CERCLA to move forward on remediation of the Peck site
05-Jan-05			Attendance list of meeting
05-Jan-05			Draper Aden, "The Case for Self-Implementing Site Remediation, Peck Property, Portsmouth, VA," presentation to EPA
20-Jan-05	Peck, B.D.	Webb, J.	Letter proposing that Peck amend its 22-Oct-04 self-implementing cleanup plan to include certain conditions and sampling plans
26-Jan-05	Welsh, D.S.	Werner, S.G.	Letter addressing conditions set out in EPA's 20-Jan-05 letter for self-implementing cleanup plan
01-Feb-05	Peck, B.D.	Webb, J.	Letter approving 22-Oct-04 self-implementing cleanup, subject to conditions set out in EPA's 20-Jan-05 letter
23-Feb-05	Ward, K.	Bernard, J.F.	Email colloquy regarding EPA approval of project; inquiry regarding interest rate for Peck's loan
28-Jun-05	Webb, J.N.	Peck, B.D.	Letter notifying EPA, et al. that Peck is going to stop conducting the PCB cleanup plan
15-Oct-05	Peck, B.D.	Burke, J.J.	EPA's response to Peck's Revised Notification and Certification, dated 13-Jul-04

Mr. Randy Sturgeon  
May 10, 2006  
Page 21

Date	Recipient	Sender	Description
07-Dec-05	Sturgeon, R., EPA	Peck, B.D.	Memorandum setting out reasons for withdrawing self-implementing cleanup plan, conclusions of risk assessment, and proposed "closure" plan
08-Dec-05	Peck, B.D. & Gant, Rene	Sturgeon, R.	Response to Peck's Dec-05 letter

8. *Provide information regarding modifications made to the property, including, but not limited to, areas of fill, areas where the topography was modified, areas of burial and/or dumping, and areas of construction and/or demolition.*

RESPONSE:

Peck demolished a building at the entrance to the property at 3500 Elm Avenue in response to a demand by the N&P Beltline. In addition, part of the former Proctor & Gamble masonry building near that entrance was demolished within the last ten years.

Inert material was dumped on the site by various contractors during the past ten years. If trash or suspect material was found, contractors were employed to remove the material for disposal at a landfill. Able Body Demolition spread inert concrete, asphalt, and soil on the property during the past few months. Any suspect soil or other material was to be placed in the area of the buildings where scrap metal processing operations once occurred.

Please also see the response to question 3 above.

9. *Provide all information on the current and recent use of the Site including actions such as, but not limited to, the storage of soils, material or equipment, or modification or movement of soils or sediments located on the Site.*

RESPONSE:

Please see the answer to question 8 above. In addition, during 2005, Able Body Demolition excavated certain areas of soil, moved the materials to the former operations area, and subsequently covered the area with inert materials. Able Body personnel were warned of the

Mr. Randy Sturgeon  
May 10, 2006  
Page 22

nature and potential danger of the excavated soil and were instructed about where on the property the soil should be placed.

10. *Provide the names, titles, areas of responsibility, addresses and telephone numbers of all persons that worked at the Site for longer than three years.*

RESPONSE:

Stanley Peck and Aaron Peck worked at the property for a period of time until the early 1990s. Their current addresses and phone numbers are:

Stanley J. Peck

[REDACTED]  
[REDACTED]  
(734) 622-XXXX

Aaron M. Peck

[REDACTED]  
[REDACTED]  
[REDACTED]

Personnel records from the period of active site operations were not retained.

11. *If you have any information about other persons/entities who may have information which may assist the Agency in its investigation of the Site or who may be responsible for the generation of, transportation to, or release of contamination at the Site, please provide such information. The information you provide in response to this request should include the person's entity's name, address, type of business, and the reason(s) why you believe the party may have contributed to the contamination at the Site or may have information regarding the Site.*

RESPONSE:

Peck has no additional information responsive to this question.

**HUNTON &  
WILLIAMS**

Mr. Randy Sturgeon  
May 10, 2006  
Page 23

Please contact Roger Hatcher or me if you have questions about this response to the Information Request.

Yours truly,

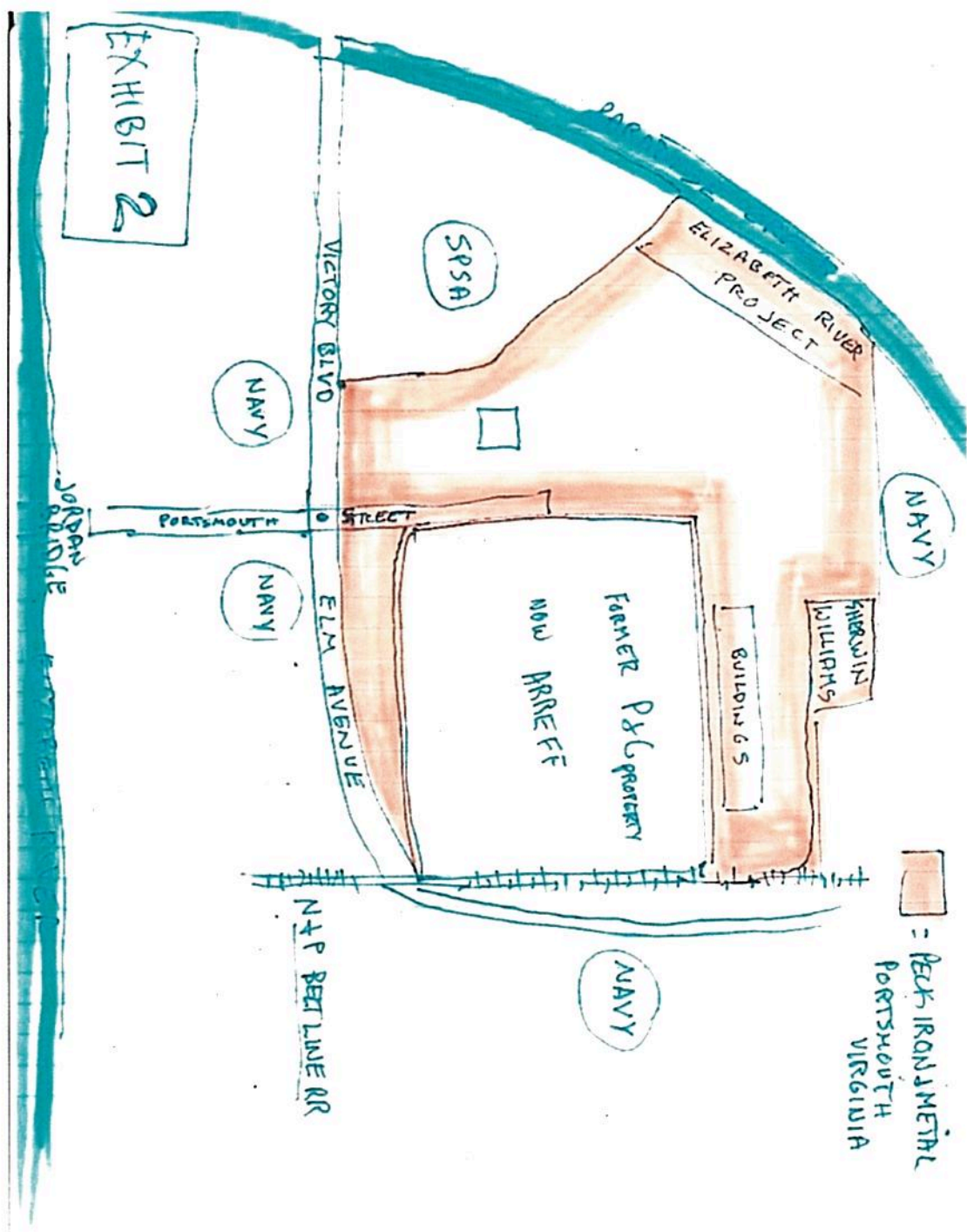
A handwritten signature in cursive script, reading "Dan J. Jordanger".

Dan J. Jordanger  
Counsel to The Peck Company

Enclosures

cc: Mr. B. David Peck  
Roger F. Hatcher, Ph.D.









## Draper Aden Associates

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E43

May 11, 2004

Mr. Donald S. Welsh  
Regional Administrator  
U.S. EPA – Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

**RE:** Self-Implementing PCB Cleanup Plan  
34-Acre Site, Elm Avenue  
Portsmouth, Virginia  
DAA Project # R03186-01

Dear Mr. Welsh:

This Self-Implementing PCB Cleanup Plan is submitted on behalf of The Peck Company, Richmond, Virginia for the above referenced property. This property has been in the Virginia Department of Environmental Quality's Voluntary Remediation Program for more than a year and we are anxious to return this inactive property to productive use. The remaining issue that has stopped progress on this project concerns PCBs and thus, the reason for submitting the attached Plan.

The site meets all of the criteria for the self-implementing procedures and we believe that the Plan addresses all of the requirements of 40 CFR § 761.61. Prior to reviewing the plan, it is important that EPA understand the history of this property, which is summarized below by the owner, The Peck Company.

*Peck Recycling Co., Inc. bought, sold, and processed metal scrap for fifty years from different locations. The metal came from industrial plants, farms, auto parts yards, Federal Government (e.g. military bases); State (e.g. Highway Dept.) and Local (e.g. Police Dept.) agencies.*

*The metal scrap was purchased after several careful inspections. Trained inspectors looked at the material at the sellers' operation, upon arrival, when weighed, when unloaded, when processed, when stored, and when shipped. Upon being unloaded it was visually, if not manually separated into more than 40 different categories.*



Mr. Donald Welsh  
U.S EPA - Region III  
May 11, 2004  
Page 2

*The material was checked for radioactivity. Rejections were immediate if any hazardous or toxic material or substance were suspected. For example, 150,000 lbs. of material from a military base were rejected when the base could not definitely identify the liquid in the containers; DuPont had to take back 55-gallon drums when Peck was not satisfied with the stenciled markings on the containers; a railroad tank car from Allied Chemical was not accepted when Peck inspectors detected a noxious odor; Philip Morris (e.g. engines with lubricant drippings) material rejected; etc.*

*Transformers were not accepted from any sellers with the sole exception of a company that processed them. It removed the laminated steel, wires, copper and oil; then it triple rinsed them before delivery.*

*The Peck Recycling Company's primary concerns were its employees, its customers (the buyers), and its facilities and grounds. Its record is plain to see. None of its hundreds of employees ever reported or complained of handling or being affected by any hazardous or toxic material. Not one of the thousands of consumers ever reported or complained about discovering any substance that might be hazardous or toxic. Every buyer was very carefully looking for PCB, benzene, heavy metals, hydrocarbons, asbestos, and any attachments or substances that might cause problems.*

*The continuous training of all Peck employees as inspectors and material handlers had clear results. Peck regularly received a rebate of 25% from its insurance carrier for its extraordinary safety record and procedures. Note that every month Peck handled (i.e. received, unloaded, processed, stored, shipped) more than 100 million pounds of metals.*

*It is also noteworthy that Peck's operations were in five different cities covering more than 120 acres (Eastern Shore, Danville, Woodford, Portsmouth, Richmond). Upon the sale of the Peck operations in 1997, the properties were closely examined. More than \$100,000 was spent in Phase II activities by independent environmental groups. The only PCB discoveries were on less than 1% of the property although 95% of the properties were used in operations. And the 1% area was where material from military bases was processed until 1969.*

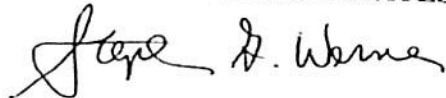
The property owner, The Peck Company, and the prospective purchaser/developer, Pull-A-Part, Inc. have responded to all of the EPA and DEQ requests and unfortunately, feel that progress has again been delayed. EPA's prompt review and approval of this Plan is greatly appreciated.



Mr. Donald Welsh  
U.S EPA - Region III  
May 11, 2004  
Page 3

Any questions concerning this closure plan should be directed to either Dr. Roger F. Hatcher (804-492-9458) or me (804-261-2937).

Sincerely,  
**DRAPER ADEN ASSOCIATES**



Stephen G. Werner, P.G.  
Director of Environmental Services

Attachment (2)

cc: Dr. Roger F. Hatcher  
B. David Peck  
James Bernard, DEQ  
Steven L. Levetan, Pull-A-Part, Inc.





GATX Corporation  
222 West Adams Street  
Chicago, IL 60606-5314  
Tel: 312.621.6200

Marland O. Webb  
Senior Attorney  
*Law Department*

Tel: 312.621.8464  
Fax: 312.621.6647  
marland.webb@gatx.com

Via UPS

PFE ORIGINAL

October 24, 2008

Joan Martin Banks (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

Re: Peck Iron and Metal Site  
Portsmouth, Virginia

Dear Ms. Banks:

Attached is the response of GATX Corporation to the Section 104(e) information request from the U. S. EPA for the referenced matter. Please contact me if you have questions concerning GATX Corporation's response.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Marland O. Webb", is written over a light blue circular stamp.

MOW/mab

Enclosures



Fr E ORIGINAL

GATX Corporation Response to  
United States Environmental Protection Agency  
Information Request Pursuant to Section 104(e) of  
the Comprehensive Environmental Response, Compensation, and Liability Act of 1980  
Received on August 27, 2008  
Regarding the Peck Iron and Metal Site, Portsmouth, Virginia

1. GATX Corporation ("GATX") has no specific information or records responsive to this question. By way of background, GATX is the owner and lessor of freight rail cars, primarily tank cars, hopper cars and intermodal cars. The only records GATX has identified through a search of its on-site, offsite, paper and electronic records are three nonexclusive agreements ("Agreements") between GATX and Peck Iron and Metal ("Peck Iron"). The first Agreement was effective from July 1, 1985 to December 31, 1985 and then renewed for the calendar years of 1986, 1988 and 1989. The second and third Agreements were effective during calendar years of 1990 and 1991, respectively. The Agreements provided GATX with the opportunity to sell obsolete tank cars to Peck Iron for the sole purpose of scrapping the high commercial grade steel of which the tank cars were constructed.

The tank cars were constructed of commercial grade steel pursuant to the Department of Transportation regulations setting forth the construction requirements for tank cars in Part 179 of Title 49 of the Code of Federal Regulations. The steel was high grade and a valuable commodity for which a market existed at all times during the years of relationship between GATX and Peck Iron. In fact, the price paid by Peck Iron for the tank cars was expressly based in the Agreements on the market price for the resale of scrap steel in the industry publication Iron Age.

GATX could not find any specific information or records of any particular transactions with Peck Iron. Thus, GATX cannot confirm if any tank cars were actually sold to Peck Iron. If tank cars were sent by GATX to Peck Iron, Peck Iron was required to dismantle and scrap the tank cars. Pursuant to the Agreements, the tank cars could not be used for any other purpose. Once the tank cars were dismantled and scrapped, the steel could be sold for use in new products as a replacement for virgin raw material.

According to the terms of the Agreements and GATX protocol, if tank cars were sent to Peck Iron, the tank cars would have been shipped intact and free of any commodity. Prior to scrapping any tank cars, it was the business practice of GATX to empty, clean and purge tank cars of any residual commodity. This



practice is evidenced in the Agreements and can be confirmed by Richard Dahl, GATX's Director, Environmental Affairs.

A substantial portion of the tank cars, including the tanks, frames, and wheel assemblies, would have been available for feedstock in a new product. The primary product used to construct tank cars is steel. Once the tank cars were dismantled by Peck Iron, Peck Iron could sell the valuable steel to manufactures for use in a new product. GATX believes that all of the steel from the tank cars could be resold and reused.

GATX had every reason to believe that the steel from the tank cars would be recycled, reprocessed or reused. Scrap steel was a fungible product that could be resold for significant value. GATX understood that Peck Iron had incentive to recycle the maximum amount of steel from the tank cars.

2.
  - a. GATX has no specific information or records responsive to this question. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, the source of the scrap material was from the structure of obsolete tank cars.
  - b. GATX has no specific information or records responsive to this question. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, the prior use of the scrap material was for the transportation of commodity by rail.
  - c. GATX has no specific information or records responsive to this question. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, the tank cars would be intact upon delivery.
  - d. GATX has no specific information or records responsive to this question. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, any residual commodity was emptied, cleaned and purged from the tank cars.
3. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, the intended disposition of the tank cars was dismantling, reselling, and recycling the component parts of the tank cars.
4. As explained in the response to Question 1, a market existed for the steel used in the construction of GATX's tank cars. The Agreements indicate that the commercial grade of the steel was No. 1 Heavy Melt. The Agreement provided that Peck Iron would pay GATX for the tank cars based on the prevailing market price established in the industry publication Iron Age.



5. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, the Agreements indicate that the commercial grade of the steel would have been No. 1 Heavy Melt.
6. GATX has no specific information or records responsive to this question. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, the tank cars scrapped by Peck Iron would have been primarily constructed of high grade steel capable of being used as a feedstock for the manufacturing of a new saleable product.
7. GATX has no specific information or records responsive to this question. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, the steel from the dismantled tank cars could be reused by a manufacturer to replace a virgin raw material.
8. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, all of the steel from the tank cars could have been used as feedstock to replace a virgin raw material used in a product.
9. As explained in the response to Question 1, it was and is GATX's business practice to have the tank cars thoroughly emptied at all relevant times, cleaned and purged of all commodity prior to sending the tank cars for scrapping. If any cars were sent to Peck Iron, the cleaning of the cars would be the only processing of the tank cars prior to the delivery of the tank cars to Peck Iron. The cars would have been sent as whole, intact cars.
10. Pursuant the Agreements attached as Exhibit A, any transaction of scrap materials between GATX and Peck Iron would have been an outright sale.
11. As explained in the response to Question 1, steel from tank cars is highly valued by steel companies and product manufacturers. Steel from scrapped rail cars is, and was at all relevant times, typically sold by scrap dealers to steel companies for reprocessing into new steel products. The Agreements with Peck Iron indicate that any tank cars would have been sold just below the market value of scrap steel. Peck Iron and Metal would recover its costs by selling the steel to mills after the tank car was dismantled in conformance with industry standards. The terms of the Agreements and the value of the steel provide the basis for GATX's belief that the steel from the tank cars would be recycled.



12. GATX has no specific information or records responsive to this question. As explained in the response to Question 1, the Agreements required the dismantling, cutting up and scrapping of the steel.
13. GATX has no specific information or records responsive to this question.
14. GATX has no specific information or records responsive to this question.
15. GATX has no specific information or records responsive to this question. See responses to Question 1 and Question 9. GATX has had the business practice of assuring its management of obsolete tank cars was in material conformance with law and industry practices. Prior to delivery to a scrap yard, GATX had the business practice of having the tank cars emptied, cleaned and purged of all commodity. The cleaned, intact tank cars were then sent to the scrap yard by rail in conformance with law.
16. GATX has no specific information or records responsive to this question. See response to Question 1.
17. Marland Webb, GATX general counsel.
18. James Zupancich, GATX's Vice President, Fleet Execution, provided information regarding GATX's past and current practices. Mr. Zupancich joined GATX in 1985. Richard Dahl is GATX's Director, Environmental Affairs and has been with GATX since 1980. Mr. Dahl was consulted regarding tank car scrapping and cleaning practices. Records custodians were consulted regarding any existing records responsive to USEPA's request. Counsel was also consulted in preparation of the responses. No other person consulted in the preparation of these responses provided responsive information.
19. See response to question 20 below.
20. GATX has copies of three nonexclusive Agreements (attached as Exhibit A) that set forth the conditions under which GATX could sell tank cars for scrap to Peck Iron. The Agreements: (1) set forth a mechanism for determining the sales price of the cars sold based on the industry publication Iron Age; (2) specify the place of delivery; (3) provide that any car not delivered in an emptied, clean and purged condition could be rejected by Peck Iron without Peck Iron incurring any liability; (4) require Peck Iron to agree and warrant that the cars will be dismantled and scrapped and used for no other purpose; and (5) provide that the Agreement is nonexclusive and remains effective for the term of the Agreement unless terminated by either party upon thirty (30) days prior written notice. GATX has no knowledge of any other company operating at the Site.



21. GATX performed a comprehensive search of paper and electronic records, including records held in offsite storage. Any responsive records, except for the three attached Agreements, would have been destroyed in the ordinary course of business in compliance with GATX's Records Management Policy.
  - a. GATX has none of the requested documents.
  - b. GATX has none of the requested documents.
  - c. GATX has none of the requested documents.
  - d. GATX has none of the requested documents.
22. GATX has no knowledge of anyone else that may provide a more complete response or possess additional responsive documents.
23. GATX has no specific information or records responsive to this question.
24. GATX has no specific information or records responsive to this question.
  - a. The Agreements indicate that GATX had a nonexclusive contractual relationship with Peck Iron during the years of 1985, 1986, 1988, 1989, 1990 and 1991.
  - b. GATX has no specific information or records responsive to this question. Tank cars were the only item that would have been subject to a transaction between Peck Iron and GATX. The tank cars were constructed of high grade steel and would have been emptied, cleaned and purged of all commodity prior to scrapping.
  - c. GATX has no specific information or records responsive to this question. No hazardous substances or wastes were contemplated by the Agreements between GATX and Peck Iron, nor would have any hazardous substances been conveyed to Peck Iron to GATX's knowledge.
  - d. See response to subsection (c) of Question 24.
25. GATX has no specific information or records responsive to this question. As noted in the responses to Question 1 and Question 20, GATX's Agreements with Peck Iron were for the sale of tank cars only.
26. GATX has no specific information or records responsive to this question. As explained in the response to Question 1, if GATX was involved in any transactions with Peck Iron, Peck Iron warranted that the tank cars would be dismantled and scrapped and not used for any other purpose.
27. a. GATX has no specific information or records responsive to this question.



- b. GATX has no specific information or records responsive to this question. GATX obtained a warranty from Peck Iron that it would only dismantle and scrap the tank cars.
28. GATX has no specific information or records responsive to this question. GATX has no knowledge or reason to believe that any hazardous substances would have been added to the tank cars.
- a. GATX has no knowledge or reason to believe that hazardous substances would have been added to the tank cars.
- b. GATX has no knowledge or reason to believe that hazardous substances would have been added to the tank cars.
29. The scrapping process is not managed by GATX's environmental management department. However, Richard Dahl, a current GATX employee, has participated in or overseen GATX's environmental programs since he was first employed with GATX in 1980. Mr. Dahl has assisted in the development of GATX's environmental policies, including policies with regard to the scraping process.



Exhibit A  
GATX Agreements with Peck Iron and Metal for the Scrapping of Tank Cars



PFE ORIGINAL

Contract Number P-154

### SALES AGREEMENT

This contract dated as of December 29, 1989, by and between GENERAL AMERICAN TRANSPORTATION CORPORATION ("GATC"), a New York corporation, having a place of business at 120 South Riverside Plaza, Chicago, Illinois 60606 and Peck Iron & Metal ("Purchaser") a Corporation, having a place of business at Richmond, Virginia.

### W I T N E S S E S:

In consideration of the premises of the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

1. GATC hereby sells to Purchaser and Purchaser hereby purchases from GATC, for scrap only, certain railroad tank cars to be designated from time to time by GATC pursuant to Paragraph No. 3 below (such cars hereinafter collectively referred to as the "Cars" and individually as a "Car").

2. The sales price of the Cars sold hereunder shall be determined as of the date Cars are forwarded by Seller by using the "Iron Age" publication high side price for number one (#1) Heavy Melt in the Philadelphia District less ~~\$30.00~~ <sup>\$40.00</sup> per gross ton. The first issue for the month shall govern prices for Cars shipped that month. The purchase price will be based on the lightweight stenciled on the Cars except that there will be a deduction of 1,000 pounds for insulated Cars. Purchaser shall notify GATC promptly upon receipt of each Car. The above price for the Cars does not include Federal, State, or local sales,



use, excise, or similar taxes or assessments applicable to the Cars. Purchaser hereby assumes any such tax or assessment and agrees to pay the same on demand in addition to the sales price of the Cars.

3. GATC will notify Purchaser of the Cars to be sold hereunder by sending Purchaser a GATC Miscellaneous Order prior to forwarding Cars to Purchaser. GATC reserves the right to delete any Car from such notification prior to receipt of Car by Purchaser. The Cars shall be delivered by GATC to Purchaser f.o.b. Richmond, Virginia. All freight charges payable on account of movement of the Cars after delivery and all costs arising out of Association of American Railroads ("AAR") or U.S. Department of Transportation operating or mechanical requirements occurring upon or after delivery shall be paid by Purchaser. As soon as practicable after such delivery, but in any event within thirty (30) days, Purchaser shall remove all markings from the Cars indicating that GATC owns the Cars.

4. Purchaser shall have the right to inspect all Cars upon delivery and, by written notice delivered to GATC no later than fourteen (14) days after the date of delivery of such Cars, to reject, without incurring any liability, any Car that has not been emptied, cleaned, and purged to Purchaser's satisfaction.

Purchaser shall be deemed to have accepted a Car upon the earlier of (i) the date Purchaser begins to dismantle the Car or (ii) fourteen (14) days after delivery of the Car, if Purchaser has not given GATC written notice of rejection of the Car as aforesaid.



5. Purchaser represents and warrants to GATC that subsequent to the delivery of any Car hereunder, such Car(s) shall be dismantled and scrapped and not used for any other purpose.

6. Purchaser shall protect, indemnify, and hold GATC and GATX Corporation, a New York corporation, their agents or employees, harmless from and against any and all liability, loss, cost, including attorneys' fees, damage or claim (including for personal injury or death) from any source respecting any Car arising subsequent to the date of delivery thereof to Purchaser hereunder, whether arising by or through the negligence of GATC or GATX Corporation, their agents or employees, under strict products liability, or otherwise.

7. GATC warrants that the Cars when sold hereunder shall be free of all liens and encumbrances, but otherwise the Cars are sold AS IS and ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AS ARE ALL INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

8. This Agreement is to be governed by and construed under the laws of the State of Illinois. This document shall constitute the full understanding of the parties, and no ratification of or addition of this Agreement shall be effected by the acknowledgement or acceptance of any purchase order. Neither party shall claim any modification, limitation, or release of any of the terms and conditions contained herein, except by mutual agreement to that effect in writing and signed by the parties to be bound.



PFE ORIGINAL

9. This is a non-exclusive contract and shall be referred to as Contract Number P-154. This contract shall remain in effect until December 31, 1990 unless earlier terminated by either party upon thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate counterparts by their duly authorized representatives on the date first above set forth.

PECK IRON & METAL

By Harold Schuff

Title \_\_\_\_\_

GENERAL AMERICAN TRANSP. CORPORATION

By Philip J. Strider  
Vice President, Fleet & Property  
Services





GATX Corporation  
222 West Adams Street  
Chicago, IL 60606-5314  
Tel: 312.621.6200

*PRE ORIGINAL*  
Marland O. Webb  
Senior Attorney  
Law Department  
Tel: 312.621.8464  
Fax: 312.621.6647  
marland.webb@gatx.com

**Via UPS**

September 24, 2008

Joan Martin Banks (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

**Re: Peck Iron and Metal Site  
Portsmouth, Virginia**

Dear Ms. Martin:

GATX is requesting a thirty (30) day extension of time to respond to the Information Request for the referenced matter.

If you have any questions regarding this request, please contact me at 312.621.8464 or at my e-mail address: [marland.webb@gatx.com](mailto:marland.webb@gatx.com).

Very truly yours,

MOW/mab



PFE ORIGINAL

SALES AGREEMENT

*BD Peck*  
July

This contract dated as of ~~June~~ 1, 1985, by and between GENERAL AMERICAN TRANSPORTATION CORPORATION ("GATC"), a New York corporation, having a place of business at 120 South Riverside Plaza, Chicago, Illinois 60606 and Peck Iron & Metal Company ("PURCHASER") a \_\_\_\_\_ corporation, having a place of business at \_\_\_\_\_.

W I T N E S S E T H:

In consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

1. GATC hereby sells to Purchaser and Purchaser hereby purchases from GATC for scrap only certain railroad freight cars to be designated from time to time by GATC pursuant to paragraph No. 3 below (such cars hereinafter collectively referred to as the "Cars" and individually as a "Car").

2. The sales price of the Cars sold hereunder shall be determined as of the date Cars are forwarded by Seller by using the "Iron Age" publication high side price for number one (#1) Heavy Melt in the Philadelphia District less \$30.00 per gross ton. The first issue for the month shall govern prices for

*BD Peck*



PFE ORIGINAL

Cars shipped that month. The purchase price will be based on the light weight stenciled on the Cars except that there will be a deduction of 1,000 pounds for insulated Cars. Purchaser shall notify GATC promptly upon receipt of each Car. The above price for the Cars does not include Federal, state or local sales, use, excise or similar taxes or assessments applicable to the Cars. Purchaser hereby assumes any such tax or assessment and agrees to pay the same on demand in addition to the sales price of the Cars.

3. GATC will notify Purchaser of the Cars to be sold hereunder by sending Purchaser a GATX Miscellaneous Order prior to forwarding Cars to Purchaser. GATC reserves the right to delete any Car from such notification prior to receipt of Car by Purchaser. The Cars shall be delivered by GATC to Purchaser F.O.B. Peck Iron & Metal, Richmond, Virginia. All freight charges payable on account of movement of the Cars after delivery and all costs arising out of Association of American Railroads ("AAR") or U.S. Department of Transportation operating or mechanical requirements occurring upon or after delivery shall be paid by Purchaser. As soon as practicable after such delivery, but in any event within thirty (30) days, Purchaser shall remove all markings from the Cars indicating that GATC owns the Cars.

4. Inspection and Acceptance Purchaser shall have the right to inspect all Cars upon delivery and, by written notice delivered to GATX no later than fourteen (14) days after the date of delivery of such Cars, to reject, without incurring any liability, any Car that has not been emptied, cleaned and purged to Purchaser's satisfaction.



PFE ORIGINAL

Purchaser shall be deemed to have accepted a Car upon the earlier of (i) the date purchaser begins to dismantle the Car or (ii) fourteen (14) days after delivery of the Car, if purchaser has not given GATX written notice of rejection of the Car.

5. Purchaser represents and warrants to GATC that subsequent to the delivery of any Car hereunder, such Car(s) shall be dismantled and scrapped and not used for any other purpose.

6. Purchaser shall protect, indemnify and hold GATC and GATX Corporation, a New York corporation, their agents or employees, harmless from and against any and all liability, loss, cost, including attorneys' fees, damage or claim (including for personal injury or death) from any source respecting any Car arising subsequent to the date of delivery thereof to Purchaser hereunder, whether arising by or through the negligence of GATC or GATX Corporation, their agents or employees, or otherwise.

7. GATC warrants that the Cars when sold hereunder shall be free of all liens and encumbrances, but otherwise the Cars are sold AS IS and ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AS ARE ALL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

8. This Agreement is to be governed by and construed under the laws of



PFE ORIGINAL

the State of Illinois. This document shall constitute the full understanding of the parties, and no ratification of or addition to this Agreement shall be effected by the acknowledgment or acceptance of any purchase order. Neither party shall claim any modification, limitation or release or any of the terms and conditions contained herein, except by mutual agreement to that effect in writing and signed by the parties to be bound.

9. This is a non-exclusive contract and shall be referred to as contract number P-154. This contract shall remain in effect until December 31, 1985 unless earlier terminated by either party upon thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate counterparts by their duly authorized representatives on the date first above set forth.

---

By B David Beck

GENERAL AMERICAN TRANSPORTATION CORPORATION

By Joseph J. [Signature]



PRE ORIGINAL

Contract Number P-154

### SALES AGREEMENT

This contract dated as of January 1, 1991, by and between GENERAL AMERICAN TRANSPORTATION CORPORATION ("GATC"), a New York corporation, having a place of business at 120 South Riverside Plaza - Chicago, Illinois 60606 and Peck Iron & Metal ("Purchaser"), a Virginia corporation, having a place of business at Richmond, Virginia.

### W I T N E S S E T H:

In consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

1. GATC hereby sells to Purchaser and Purchaser hereby purchases from GATC, for scrap only, certain railroad tank cars to be designated from time to time by GATC pursuant to Paragraph Number 3 below (such cars hereinafter collectively referred to as the "Cars" and individually as a "Car").

2. The sales price of the Cars sold hereunder shall be determined as of the date Cars are forwarded by Seller by using the "Iron Age" scrap price bulletin publication high side price for number one (#1) Heavy Melt in the Philadelphia District less \$35.00 per gross ton. The first effective issue for the month shall govern prices for Cars shipped that month. The purchase



price will be based on the lightweight stenciled on the Cars except that there will be a deduction of 1,000 pounds for insulated Cars. Purchaser shall notify GATC promptly upon receipt of each car. The above price for the Cars does not include Federal, State, or local sales, use, excise, or similar taxes or assessments applicable to the Cars. Purchaser hereby assumes any such tax or assessment and agrees to pay the same on demand in addition to the sales price of the Cars.

3. GATX will notify Purchaser of the Cars to be sold hereunder by sending Purchaser a GATC Miscellaneous Order prior to forwarding Cars to Purchaser. GATC reserves the right to delete any Car from such notification prior to receipt of Car by Purchaser. The Cars shall be delivered by GATC to Purchaser f.o.b. Peck Iron & Metal - Richmond, Virginia. All freight charges payable on account of movement of the Cars after delivery and all costs arising out of Association of American Railroads ("AAR") or U.S. Department of Transportation operating or mechanical requirements occurring upon or after delivery shall be paid by Purchaser. As soon as practicable after such delivery, but in any event within thirty (30) days, Purchaser shall remove all markings from the Cars indicating that GATC owns the Cars.

4. Purchaser shall have the right to inspect all Cars upon delivery and, by written notice delivered to GATC no later than



fourteen (14) days after the date of delivery of such Cars, to reject, without incurring any liability, any Car that has not been emptied, cleaned, and purged to Purchaser's satisfaction.

Purchaser shall be deemed to have accepted a Car upon the earlier of (i) the date Purchaser begins to dismantle the Car or (ii) fourteen (14) days after delivery of the Car, if Purchaser has not given GATC written notice of rejection of the Car as aforesaid.

5. Purchaser represents and warrants to GATC that subsequent to the delivery of any Car hereunder, such Car(s) shall be dismantled and scrapped and not used for any other purpose. Without limiting the foregoing, Purchaser agrees that all tanks shall be cut up for scrapping and not used for any purpose, including culverts.

6. Purchaser shall protect, indemnify, and hold GATC and GATX Corporation, a New York corporation, their agents or employees, harmless from and against any and all liability, loss, cost, including attorneys' fees, damage or claim (including for environmental contamination, personal injury, or death) from any source respecting any Car arising subsequent to the date of delivery thereof to Purchaser hereunder, whether arising by or through the negligence of GATC or GATX Corporation, their agents or employees, under strict products liability, or otherwise.



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7. GATC warrants that the Cars when sold hereunder shall be free of all liens and encumbrances, but otherwise the Cars are sold AS IS and ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AS ARE ALL INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

8. This Agreement is to be governed by and construed under the laws of the State of Illinois. This document shall constitute the full understanding of the parties, and no ratification of or addition of this Agreement shall be effected by the acknowledgement or acceptance of any purchase order. Neither party shall claim any modification, limitation, or release of any of the terms and conditions contained herein, except by mutual agreement to that effect in writing and signed by the parties to be bound.

9. This is a non-exclusive contract and shall be referred to as Contract Number P-154. This contract shall remain in effect until December 31, 1991 unless earlier terminated by either party upon thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate counterparts by their duly authorized representatives on the date first above set forth.



PRE ORIGINAL

PECK IRON & METAL

By David Peck

Title PRESIDENT

GENERAL AMERICAN TRANSP. CORP.

By D.J. Struter  
Vice President, Fleet Services



PRE ORIGINAL

January 9, 1989

Mr. B. D. Peck  
Peck Iron & Metal Co., Inc.  
3220 Deep Water Terminal Road  
Richmond, Virginia 23234

Re: Amendment No: 3  
To Contract No: P-154  
Original Contract Date: 7-1-85

Dear Mr. Peck:

Commencing as of January 1, 1989, the deduct on Contract No. P-154 shall be \$30.00 per gross ton. The price is based on using "Iron Age" publication high side price for number one heavy melt in the Philadelphia district. The first published issue of the month shall govern prices for cars shipped that month.

The contract shall remain in effect up to and including December 31, 1989, unless earlier terminated by either party upon 30 days prior written notice to the other party.

All other terms and conditions remain the same.

This letter, when signed by us and confirmed by you, shall constitute Amendment No. 3 to Contract No. P-154.

PECK IRON & METAL CO., INC.

By

Title

GENERAL AMERICAN TRANSPORTATION CORPORATION

By

Title Obsolete Equipment Specialist



PRE ORIGINAL

January 13, 1988

Mr. B. D. Peck  
Peck Iron & Metal Co., Inc.  
3220 Deep Water Terminal Road  
Richmond, Virginia 23234

Re: Amendment No: 2  
To Contract No: P-154  
Original Contract Date: 7-1-85

Dear Mr. Peck:

Commencing as of January 1, 1988, the deduct on Contract No. P-154 shall be \$30.00 per gross ton. The price is based on using "Iron Age" publication high side price for number one heavy melt in the Philadelphia district. The first published issue of the month shall govern prices for cars shipped that month.

The contract shall remain in effect up to and including December 31, 1988, unless earlier terminated by either party upon 30 days prior written notice to the other party.

All other terms and conditions remain the same.

This letter, when signed by us and confirmed by you, shall constitute Amendment No. 2 to Contract No. P-154.

PECK IRON & METAL CO., INC.

By B David Peck

Title President

GENERAL AMERICAN TRANSPORTATION CORPORATION

By Joseph J. Jenkins

Title Supervision Obsolete Equipment

A/P





PRE ORIGINAL

GENERAL AMERICAN  
TRANSPORTATION CORPORATION

120 SOUTH RIVERSIDE PLAZA  
CHICAGO, IL 60606-3943  
312-621-6200

December 19, 1985

Mr. B. D. Peck  
Peck Iron & Metal Co., Inc.  
3220 Deepwater Terminal Road  
Richmond, Virginia 23234

RE: Amendment No: 1  
To Contract No: P-154  
Original Contract Date: 7-1-85

Dear Mr. Peck:

Commencing January 1, 1986, the deduct on Contract No. P-154 shall be \$30.00 per gross ton. The price is based on using "Iron Age" Publication high side price for number one heavy melt in the Philadelphia District. The first published issue of the month shall govern prices for cars shipped that month.

The contract shall remain in effect up to and including December 31, 1986 unless earlier terminated by either party upon 30 days prior written notice to the other party.

All other terms and conditions remain the same.

This letter, when signed by us and confirmed by you, shall constitute Amendment No. 1 to Contract No: P-154.

PECK IRON & METAL CO., INC.

By B. David Peck

Title Vice Pres.

GENERAL AMERICAN TRANSPORTATION CORP.

By Joseph J. Johnson

Title Superior Obsolete Equipment

**GATX SERVICE-DRIVEN**





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Direct Dial: (610) 458-4987  
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July 21, 2009

**VIA ELECTRONIC AND FIRST CLASS MAIL**

Laura Johnson, Remedial Project Manager (3HS23) (johnson.laura@epa.gov)  
DE, VA, WV Remedial Branch  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

**Re: Peck Iron & Metal - GATX Corporation Response to May 20, 2009, General Notice Letter**

Dear Ms. Johnson:

On May 20, 2009, the United States Environmental Protection Agency ("USEPA") issued a General Notice Letter ("GNL") to GATX Corporation ("GATX") to inform GATX that it may incur, or may have incurred, liability under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), with respect to the Peck Iron and Metal Site located in Portsmouth, Virginia ("Site").

USEPA requested that GATX provide a response to the GNL within thirty days of the receipt of the GNL. By email dated June 18, 2009, James VanOrden, on behalf of USEPA, granted GATX an additional thirty days to prepare and submit its response to the GNL. This letter sets forth the response of GATX to the GNL.

First, GATX would like to express its appreciation for the additional information that Mr. VanOrden and Joan Martin-Banks have provided GATX regarding the site.

In response to this additional information, GATX performed additional records searches. GATX has not been able to find any records or information which indicate that GATX sent hazardous materials to the Site. As GATX explained in its October 24, 2008, response to the USEPA





Fox Rothschild LLP  
ATTORNEYS AT LAW

Laura Johnson, Remedial Project Manager (3HS23)

July 21, 2009

Page 2

104(e) request for information, it appears that GATX may only have sent, if anything, whole, intact, clean tank cars to the Site for the sole purpose of recycling the valuable steel comprising nearly the entire tank car.

GATX, however, is willing to participate in future discussions with USEPA with regard to the Site, in particular, at the point at which USEPA is in a position to consider a cash-out settlement in exchange for a release of claims and contribution protection. GATX's willingness to engage in any such discussions is not an admission of any liability for the Site.

If you or USEPA has any further questions, please feel free to contact me at (610) 458-4987. Thank you for your time and consideration.

Best regards,

Christopher M. Roe

CMR:djh

cc: Marland O. Webb, Esq. (via electronic mail only - marland.webb@gatx.com)  
James VanOrden, Esq. (via electronic mail only - vanorden.james@epa.gov)  
Joan E. Martin-Banks (via electronic mail only - martin-banks.joan@epa.gov)





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

ORIGINAL

**NOTICE OF POTENTIAL LIABILITY**  
**URGENT LEGAL MATTER: PROMPT REPLY REQUIRED**  
**CERTIFIED MAIL: RETURN RECEIPT REQUESTED**

MAY 20 2009

GATX Corporation  
Brian Kenney, CEO  
222 W. Adams Street  
Chicago, IL 60606-5314

**Re: Peck Iron and Metal Site  
Portsmouth, Virginia**

Dear Mr. Kenney:

This letter notifies you that the GATX Corporation (hereinafter, "your company" or "GATX") may incur, or may have incurred, liability under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607(a), with respect to the Peck Iron and Metal Site ("Site") located in Portsmouth, Virginia. This letter also notifies you of potential response activities at the Site, which you may be asked to pay for at a later date if the United States Environmental Protection Agency ("EPA") performs them.

Under CERCLA, commonly known as the federal "Superfund" law, the EPA is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. EPA has documented that such a release has occurred at the Site. EPA has spent, or is considering spending, public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available to EPA, EPA has determined that your company may be responsible under CERCLA for cleanup of the Site or costs EPA has incurred in cleaning up the Site.

**EXPLANATION OF POTENTIAL LIABILITY**

Under CERCLA, specifically Sections 106(a) and 107(a), potentially responsible parties ("PRPs") may be required to perform cleanup actions to protect the public health, welfare, or the environment. PRPs may also be responsible for costs incurred by EPA in cleaning up the Site, unless the PRP can show divisibility or any of the other statutory defenses. PRPs include current



and former owners and operators of a site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the site, and persons who accepted hazardous substances for transport and selected the site to which the hazardous substances were delivered.

The Peck Co., (and its predecessor company Peck Iron & Steel Co., both of which are collectively referred to as "Peck") was a scrap metal business that was in business from approximately 1945 through the early 1990s. EPA has obtained information that the Site was operated by Peck, which purchased, processed, stored and shipped metal scrap from various military bases, governmental agencies, and businesses. The scrap processed by Peck at the Site included obsolete equipment, attachments, parts, other miscellaneous materials, and scrapped naval vessels. During a July 9, 2003 meeting at the Site with EPA and the Virginia Department of Environmental Quality ("VADEQ"), a former principal of Peck stated that polychlorinated biphenyls (PCB) containing transformers were disassembled and wires were burned to remove insulation. Peck's operations resulted in the improper storage and disposal of hazardous substances and the release of hazardous substances into the environment.

Peck received at the Site various materials that contained hazardous substances, including but not limited to lead and PCBs. Lead is a hazardous substance as set forth in 40 C.F.R. §§ 261.21 and 261.24 under the Resource Conservation and Recovery Act ("RCRA"). Zinc is a hazardous substance as set forth in 40 C.F.R. § 302.4. PCBs are hazardous substances as set forth in 40 C.F.R. § 302.4. These substances are also classified by the U.S. Department of Transportation as hazardous.

The facility processed scrap materials by sorting them, staging them, cutting them down to size, and then loading them onto railcars for shipment to consumers. Lead from batteries was reclaimed in a process referred to as "battery breaking". In this process the top of the battery is removed and the contents of the battery – lead plates, insulating grid and acid – are dumped onto the ground. The plates are recovered and stored for later processing or shipping. The remaining debris consisting of cases and grids typically are stored in piles for later disposal. Transformers containing PCBs were processed in the "shear area" by removing the transformers' carcasses and then collecting the oil with PCBs and insulated wire from within. The oil was used for various purposes at the Site including dust suppression in summer and fuel for warming fires in winter. Insulation on the transformer wire was sometimes burned off. The processing at the facility generated recovered materials and waste including PCB-contaminated wastes such as oil and insulation, as well as asbestos, munitions, miscellaneous fugitive metal debris, hydraulic fluids and waste oils.

Based on the information collected, EPA believes that your company may be liable under Section 107(a) of CERCLA with respect to the Site, as a person who arranged for disposal or treatment of hazardous substances sent to the Site. Specifically, EPA has reason to believe that your company arranged for the disposal and/or treatment of lead, zinc, and PCBs (as well as other substances) at the Site.



## **SITE RESPONSE ACTIVITIES**

Several Site inspections were conducted by EPA and revealed a large open field covered with construction debris piles. A well-established wetland makes-up the southern margin of the Site adjacent to Paradise Creek. Various types of metallic debris can be observed on the surface of the ground; some debris is partially buried. Some degraded projectiles and shell casings also were observed on the surface of the ground.

On October 5, 2006, EPA began an emergency removal action and on January 11, 2007, EPA issued an Administrative Order for Removal Response Action (EPA Docket No. CERC-03-2007-0075DC) (the "Order") to The Peck Co., and the related parties, JSP Land Company, Inc., Peck-Portsmouth Recycling Company, Inc., and ELM Leasing Company, Inc. Pursuant to the Order, these entities submitted an Extent of Contamination Study ("EOC") on October 24, 2008. The EOC revealed significant contamination across the Site. Of the approximately 800 soil samples collected on the Site, nearly all indicated concentrations of PCBs, lead, and arsenic magnitudes above the Regional Screening Levels ("RSLs") for Chemical Contaminants at Superfund Sites - Industrial Soil Screening Levels.

In addition, the Site had been referred to the Region III Site Assessment Branch for evaluation in the Hazard Ranking System ("HRS") for potential placement of the Site on the National Priorities List ("NPL"). The Site was subsequently proposed in the Federal Register for inclusion on the NPL on April 9, 2009 with a potential listing expected in September 2009. EPA expects to conduct or to have PRPs conduct the following studies at the Site:

1. A removal action to reduce any immediate threat in the environment or human health posed by the site;
2. Remedial Investigation ("RI") - Further investigations to define the nature and extent of soil, air, ground water, surface water and sediment contamination at the Site and to identify the local hydro-geological characteristics and impact on biotic receptors at the Site; and a
3. Feasibility Study ("FS") - A study to evaluate possible response actions to remove or contain hazardous substances, pollutants, and contaminants at the Site.

EPA may expend additional funds for response activities at the Site under the authority of CERCLA and other laws.

## **SPECIAL NOTICE AND NEGOTIATION MORATORIUM**

You may receive an additional notice from EPA in the future concerning the Site. The following four paragraphs are a detailed description of this future notice. You do not need to take any specific action regarding this future notice at this time. The description is provided to you here so that you can anticipate and understand the process.



ORIGINAL

The future notice will either inform you that EPA is using the CERCLA Section 122(e) special notice procedure to formally negotiate the terms of a consent order or consent decree to conduct or to finance Site response activities, or it will inform you that EPA is electing not to utilize this procedure. If EPA does not use the Section 122(e) special notice procedure, the notice will specify why special notice was not considered appropriate in this case.

Under Section 122(e), EPA has discretionary authority to use the special notice procedure if EPA determines that such procedure would facilitate an agreement between EPA and the PRPs for taking response action and would expedite remedial action at the Site. Use of this special notice procedure triggers a moratorium on certain government activities at the Site. The purpose of the moratorium is to provide a period of time when PRPs and EPA may enter into formal negotiations for an agreement under which the response activities will be financed and performed by the PRPs.

If special notice is provided with respect to the Remedial Investigation and Feasibility Study ("RI/FS") at the Site, the moratorium period, during which EPA will not initiate implementation of the RI/FS, lasts for 60 days after receipt of special notice. If EPA determines that a good faith offer to perform or to finance the RI/FS is submitted by the PRPs within 60 days, the statute provides a 30-day extension for further negotiations. Following completion of the RI/FS, a second moratorium period during which EPA may not initiate response activities occurs with regard to the Remedial Design/Remedial Action ("RD/RA"). The RD/RA moratorium also lasts for 60 days after the RD/RA special notice has been issued. If EPA determines that a good faith offer for the performance of the RD/RA is submitted by the PRPs within 60 days, the statute provides for an additional 60-day extension for further negotiations.

If EPA determines that a good faith offer has not been submitted within the first 60 days of any moratorium period, EPA may terminate the negotiation moratorium pursuant to Section 122(e)(4) of CERCLA and may commence response activities or enforcement actions as it deems appropriate. In the absence of an agreement with the parties to perform or to finance the necessary response activities, EPA may undertake these activities and pursue civil litigation against the parties for reimbursement of Site expenditures. Alternatively, EPA may issue a unilateral administrative order ("UAO") pursuant to Section 106(a) of CERCLA to require PRPs to conduct response activities, and/or may commence civil litigation pursuant to Section 106(a) of CERCLA to obtain similar relief. Failure to comply with a UAO issued pursuant to Section 106(a) of CERCLA may result in a fine of up to \$37,500 per day, pursuant to Section 106(b) of CERCLA and 40 C.F.R. Part 19, and/or imposition of treble damages, pursuant to Section 107(c)(3) of CERCLA.

The preceding explanation of special notice and the negotiation moratorium procedure is for your general information about the Superfund process. It does not require any specific action on your part at this time.



### **PRP RESPONSE AND EPA CONTACT**

You are encouraged to contact EPA in writing within **thirty (30)** calendar days of the receipt of this letter to express your willingness or unwillingness to participate in future negotiations concerning this Site. You may respond individually or through a steering committee if such a committee has been formed. Your response will be considered by EPA in determining whether the special notice procedure should be used for this Site.

If you are already involved in discussions with State or local authorities, engaged in voluntary action or involved in a lawsuit regarding this Site, you should not interpret this letter as advising or directing you to restrict or to discontinue any such activities. You should, however, report the status of those discussions or activities in your letter to EPA. Please provide EPA with a copy of your letter to any other party involved in those discussions.

Your response to this letter should be addressed to:

Laura Johnson, Remedial Project Manager (3HS23)  
DE, VA, WV Remedial Branch  
U. S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

The following information may be useful in your consideration of this matter.

### **INFORMATION TO ASSIST POTENTIALLY RESPONSIBLE PARTIES**

EPA encourages good faith negotiations between the PRPs and EPA, as well as among the PRPs. A list of the names and addresses of PRPs to whom this notification is being sent along with the name(s) of PRPs previously notified is being provided. This list represents EPA's preliminary findings on the identities of the PRPs for the Site. Inclusion on, or exclusion from, the list does not constitute a final determination by EPA concerning the liability of any party for the release or threat of release of hazardous substances at or from the Site.

### **DE MINIMIS SETTLEMENTS**

Under CERCLA § 122(g) of CERCLA, whenever practicable and in the public interest, EPA may offer special settlements "to parties whose waste contribution to a site is minimal in volume and toxicity, that is, de minimis parties."

Individuals or businesses resolving their Superfund liability as de minimis parties are not typically required to perform site cleanup. Instead, EPA requires de minimis settlers to pay their fair share of cleanup costs incurred, plus a "premium" that accounts for, among other things, uncertainties associated with the costs of work to be performed in the future. In return, de minimis settlers receive: (1) a covenant not to sue, which is a promise that EPA will not bring any future legal action against the settling party for the specific matters addressed in the settlement; and (2) contribution protection, which provides a settling party with protection from being sued by other responsible parties for the specific matters addressed in the settlement.



Participation in a de minimis settlement means that you are settling directly with EPA as soon as it is possible to do so.

If your company believes that it may be eligible for a de minimis settlement at this Site, please contact Joan E. Martin-Banks, Civil Investigator, at (215) 814-3156 for additional information on "De Minimis Settlements." Additional information will be sent to you, and you may be asked to respond in writing to questions about your involvement with the Site to assist EPA in making a determination as to whether you may be eligible for such a settlement.

### **ADMINISTRATIVE RECORD**

Pursuant to CERCLA Section 113(k), 42 U.S.C. §9613(k), EPA establishes an administrative record that contains documents which form the basis for EPA's decision on the selection of each response action for a site. The administrative record will be available to the public for inspection and comment before any remedial action is selected by EPA. A copy of the record for each response action selected for the Site will be available on the internet at [www.epa.gov/arweb](http://www.epa.gov/arweb) and will be available in hardcopy, on microfilm, or on compact disk at specific location(s). A copy will be located at the EPA Regional office, 1650 Arch Street, Philadelphia, Pennsylvania 19103. The contact person in the Regional office is Anna Butch telephone at (215) 814-3157.

### **FUTURE FINANCIAL REVIEW**

EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within this category, please contact Joan E. Martin-Banks, Civil Investigator at (215) 814-3156 for information on "Ability to Pay Settlements." In response, you will receive a package of information about the potential for such settlements and a form to fill out with information about your finances, and you will be asked to submit financial records including business federal income tax returns. If EPA concludes that your company has a legitimate inability to pay the full amount of EPA's costs, EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Please note that, because EPA has a potential claim against you, you must include EPA as a creditor in subsequent bankruptcy proceedings.

### **RESOURCES AND INFORMATION FOR SMALL BUSINESSES**

As you may be aware, on January 11, 2002, former President Bush signed into law the Superfund Small Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law via the Internet at <http://www.epa.gov/swerosps/bf/sblrbra.htm> and review EPA guidances regarding these exemptions at <http://www.epa.gov/compliance/resources/policies/cleanup/superfund>.



EPA has created a number of helpful resources for small businesses. EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at [www.epa.gov](http://www.epa.gov). In addition, the EPA Small Business Ombudsman may be contacted at [www.epa.gov/sbo](http://www.epa.gov/sbo). Finally, EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA"), which is enclosed with this letter.

Please give these matters your immediate attention and consideration. If you have any questions regarding the PRP Search activities performed at this Site, please contact Joan E. Martin Banks, Civil Investigator, at (215) 814-3156, or have your attorney contact James Van Orden of EPA's Office of Regional Counsel at (215) 814-2693. Laura Johnson, the Site RPM, can be reached by telephone at (215) 814-3295. Thank you for your prompt attention to this matter.

Sincerely,



Karen Melvin, Associate Division Director  
Office of Enforcement  
Hazardous Site Cleanup Division

Enclosures:

1. List of PRPS Receiving Notice Letter
2. Responsible Parties Previously Noticed and/or Ordered
3. SBREFA Information

cc: Erica Dameron, VA DEQ  
James Van Orden, Esq., (3RC42)  
Richard Rupert, OSC (3HS31)  
Laura Johnson, RPM (3HS23)  
Marland O. Webb, Esq.



## Enclosure 1

**Notice Letter Recipient List**  
**Peck Iron and Metal Site, Portsmouth, Virginia****Arrangers**

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Defense Logistics Agency  
Defense Reutilization and Marketing Service  
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Attn: DRMS-DG

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dba Dominion Virginia Power  
Thomas F. Farrell II, CEO  
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Darin K. Waylett, Esq.  
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Richmond, VA 23219-4030  
(804) 775-1101  
[dwaylett@mcguirewoods.com](mailto:dwaylett@mcguirewoods.com)

### **Owner/Operators**

Elm Leasing Company, Inc.  
B. David Peck, CEO  
c/o Brian L. Buniva, Esq.  
LeClairRyan  
Federal Reserve Bank Building  
701 E. Byrd Street  
P. O. Box 2499  
Richmond, VA 23218  
(804) 916-7130  
[Brian.Buniva@leclairryan.com](mailto:Brian.Buniva@leclairryan.com)

JSP Land Company, Inc.  
B. David Peck, CEO  
c/o Brian L. Buniva, Esq.  
LeClairRyan  
Federal Reserve Bank Building

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(804) 916-7130  
[Brian.Buniva@leclairryan.com](mailto:Brian.Buniva@leclairryan.com)

The Peck Co.  
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c/o Brian L. Buniva, Esq.  
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Peck-Portsmouth Recycling Company, Inc.  
B. David Peck, CEO  
c/o Brian L. Buniva, Esq.  
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ORIGINAL

Enclosure 2

Parties Previously Issued Administrative Order for Removal Response Action,  
January 11, 2007, (EPA Docket No.CERC-03-2007-0075DC)

Elm Leasing Company, Inc.

B. David Peck, CEO

c/o Brian L. Buniva, Esq.

LeClairRyan

Federal Reserve Bank Building

701 E. Byrd Street

P. O. Box 2499

Richmond, VA 23218

(804) 916-7130

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B. David Peck, CEO

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Party Previously Noticed on April 10, 2009

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United States  
Environmental Protection  
Agency

Office of Enforcement and Compliance Assurance (2201A)  
EPA 300-F-07-003 October 2007

## Office of Enforcement and Compliance Assurance INFORMATION SHEET

### U. S. EPA Small Business Resources

If you own a small business, the United States Environmental Protection Agency (EPA) offers a variety of compliance assistance resources such as workshops, training sessions, hotlines, websites, and guides to assist you in complying with federal and state environmental laws. These resources can help you understand your environmental obligations, improve compliance, and find cost-effective ways to comply through the use of pollution prevention and other innovative technologies.

#### Compliance Assistance Centers

([www.assistancecenters.net](http://www.assistancecenters.net))

In partnership with industry, universities, and other federal and state agencies, EPA has established Compliance Assistance Centers that provide information targeted to industries with many small businesses.

##### Agriculture

([www.epa.gov/agriculture](http://www.epa.gov/agriculture) or 1-888-663-2155)

##### Automotive Recycling Industry

([www.ecarcenter.org](http://www.ecarcenter.org))

##### Automotive Service and Repair

([www.ccar-greenlink.org](http://www.ccar-greenlink.org) or 1-888-GRN-LINK)

##### Chemical Industry

([www.chemalliance.org](http://www.chemalliance.org))

##### Construction Industry

([www.cicacenter.org](http://www.cicacenter.org) or 1-734-995-4911)

##### Education

([www.campuserc.org](http://www.campuserc.org))

##### Healthcare Industry

([www.hercenter.org](http://www.hercenter.org) or 1-734-995-4911)

##### Metal Finishing

([www.nmfr.org](http://www.nmfr.org) or 1-734-995-4911)

##### Paints and Coatings

([www.paintcenter.org](http://www.paintcenter.org) or 1-734-995-4911)

##### Printed Wiring Board Manufacturing

([www.pwbr.org](http://www.pwbr.org) or 1-734-995-4911)

##### Printing

([www.pneac.org](http://www.pneac.org) or 1-888-USPNEAC)

##### Transportation Industry

([www.transource.org](http://www.transource.org))

##### Tribal Governments and Indian Country

([www.epa.gov/tribal/compliance](http://www.epa.gov/tribal/compliance) or 202-564-2516)

##### US Border Environmental Issues

([www.bordercenter.org](http://www.bordercenter.org) or 1-734-995-4911)

The Centers also provide State Resource Locators ([www.envcap.org/statetools/index.cfm](http://www.envcap.org/statetools/index.cfm)) for a wide range of topics to help you find important environmental compliance information specific to your state.

#### EPA Websites

EPA has several Internet sites that provide useful compliance assistance information and materials for small businesses. If you don't have access to the Internet at your business, many public libraries provide access to the Internet at minimal or no cost.

##### EPA's Home Page

[www.epa.gov](http://www.epa.gov)

##### Small Business Gateway

[www.epa.gov/smallbusiness](http://www.epa.gov/smallbusiness)

##### Compliance Assistance Home Page

[www.epa.gov/compliance/assistance](http://www.epa.gov/compliance/assistance)

##### Office of Enforcement and Compliance Assurance

[www.epa.gov/compliance](http://www.epa.gov/compliance)

##### Voluntary Partnership Programs

[www.epa.gov/partners](http://www.epa.gov/partners)



### Hotlines, Helplines & Clearinghouses

([www.epa.gov/epahome/hotline.htm](http://www.epa.gov/epahome/hotline.htm))

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. A few examples are listed below:

Clean Air Technology Center  
([www.epa.gov/ttn/catc](http://www.epa.gov/ttn/catc) or 1-919-541-0800)

Emergency Planning and Community Right-To-Know Act  
([www.epa.gov/superfund/resources/infocenter/epcra.htm](http://www.epa.gov/superfund/resources/infocenter/epcra.htm) or 1-800-424-9346)

EPA's Small Business Ombudsman Hotline provides regulatory and technical assistance information.  
([www.epa.gov/sbo](http://www.epa.gov/sbo) or 1-800-368-5888)

The National Environmental Compliance Assistance Clearinghouse provides quick access to compliance assistance tools, contacts, and planned activities from the U.S. EPA, states, and other compliance assistance providers  
([www.epa.gov/clearinghouse](http://www.epa.gov/clearinghouse))

National Response Center to report oil and hazardous substance spills.  
([www.nrc.uscg.mil](http://www.nrc.uscg.mil) or 1-800-424-8802)

Pollution Prevention Information Clearinghouse  
([www.epa.gov/opptintr/ppic](http://www.epa.gov/opptintr/ppic) or 1-202-566-0799)

Safe Drinking Water Hotline  
([www.epa.gov/safewater/hotline/index.html](http://www.epa.gov/safewater/hotline/index.html) or 1-800-426-4791)

Stratospheric Ozone Refrigerants Information  
([www.epa.gov/ozone](http://www.epa.gov/ozone) or 1-800-296-1996)

Toxics Assistance Information Service also includes asbestos inquiries.  
(1-202-554-1404)

Wetlands Helpline  
([www.epa.gov/owow/wetlands/wetline.html](http://www.epa.gov/owow/wetlands/wetline.html) or 1-800-832-7828)

### State Agencies

Many state agencies have established compliance assistance programs that provide on-site and other types of assistance. Contact your local state environmental agency for more information or the following two resources:

EPA's Small Business Ombudsman  
([www.epa.gov/sbo](http://www.epa.gov/sbo) or 1-800-368-5888)

Small Business Environmental Homepage  
([www.smallbiz-enviroweb.org](http://www.smallbiz-enviroweb.org) or 1-724-452-4722)

### Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated,

businesses may be eligible for penalty waivers or reductions. EPA has two policies that potentially apply to small businesses:

The Small Business Compliance Policy  
([www.epa.gov/compliance/incentives/smallbusiness](http://www.epa.gov/compliance/incentives/smallbusiness))

Audit Policy  
([www.epa.gov/compliance/incentives/auditing](http://www.epa.gov/compliance/incentives/auditing))

### Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established an SBA Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System (NAICS) designation, number of employees, or annual receipts, defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

### Your Duty to Comply

If you receive compliance assistance or submit comments to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

*EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.*



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029



SDMS DocID 2126879

ORIGINAL

AUG 22 2008

**INFORMATION REQUEST**

**URGENT LEGAL MATTER: PROMPT REPLY REQUIRED**

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

GATX Corporation  
Legal Department  
222 W. Adams Street  
Chicago, IL 60606

**Re: Peck Iron and Metal Site  
Portsmouth, Virginia**

Dear Sir or Madam:

EPA has obtained information which suggests that GATX Corporation (hereinafter, "your company") arranged for the disposal of scrap materials which may have contained hazardous substances, pollutants and/or contaminants at the Peck Iron and Metal Site at 3850 Elm Avenue in Portsmouth, Virginia (the "Site").

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA"), 42 U.S.C. §9604(e), EPA has the authority to require your company to furnish all information and documents in its possession, custody or control, or in the possession, custody or control of any of your company's employees or agents, which concern, refer, or relate to hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. §9601(14), pollutants and/or contaminants as defined by Section 101(33) of CERCLA, 42 U.S.C. §9601(33), which were transported to, stored, treated, or disposed of at the Peck Iron and Metal Site.

Section 104(e) of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject your company to criminal penalties under 18 U.S.C. §1001. The information your company provide may be used by EPA in administrative, civil, or criminal proceedings.

Instructions for responding to this required submission of information are provided below.

**INSTRUCTIONS**

1. Your company is entitled to assert a claim of business confidentiality covering any part or



all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure 1, Business Confidentiality Claims/Disclosure to EPA Contractors & Grantees of Your Response. You must clearly mark such information by either stamping or using any other form of notice that such information is trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

2. Please provide a separate, detailed narrative response to each question, and to each subpart of a question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject your company to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate the number of the specific question(s) or subpart of the question(s) to which it responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure 1, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure 1. Those terms shall have the meaning set forth in Enclosure 1 any time such terms are used in this Information Request and/or its Enclosures.

### **DEFINITIONS**

Please use the following definitions in interpreting the questions and requests for documents in this Information Request:

1. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
2. The term "any," as in "any documents" for example, shall mean "any and all."
3. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin,



circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, telecopy, telefax, report, notice, message, analysis, comparison, graph, chart, map, interoffice or intra-office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any computer disk, any information stored on a computer hard drive or memory tape or other type of memory generally associated with computers and data processing; and (a) every copy of each document which is not an exact duplicate of a document which is produced, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document and (e) every document referred to in any other document.

4. The term "hazardous material" shall mean any hazardous substances, pollutants or contaminants, and hazardous wastes, as defined below.
5. The term "hazardous substance" shall have the same definition as that contained in Subsection 101 (14) of CERCLA, 42 U.S.C. § 9601 (14), and includes any mixtures of such hazardous substances with any other substances. The hazardous substances are listed at 40 C.F.R. § 302.4.
6. The term "hazardous waste" shall have the same definition as that contained in Subsection 1004 (5) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6903(5), and 40 C.F.R. Part 261.
7. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business and personal addresses and telephone numbers, and present or last known job title, position or business.
8. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including, but not limited to, a sole proprietorship), to set forth its full name, address, and legal form (e.g., corporation (including state of incorporation), partnership, etc.), organization, if any, a brief description of its business, and to indicate whether or not it is still in existence and, if it is no longer in existence, to explain how its existence was terminated and to indicate the date on which it ceased to exist.
9. The term "identify" means, with respect to a document, to provide the type of document, to provide its customary business description, its date, its number, if any (e.g., invoice or purchase order number), subject matter, the identity of the author, addressor, addressee and/or recipient, and the present location of such document.
10. The term "identify" means, with respect to a piece of real property or property interest, to provide the legal description which appears in the county property records office, or in the equivalent office which records real property transactions for the area which includes the real property in question:



11. The terms "includes," or "including" shall not be construed as words of limitation; that is, they shall be construed such that the phrases "without limitation" or "but not limited to" are implied, unless such phrases are already in place. For example, "including x, y, and z" would be construed as "including without limitation x, y, and z" or as "including, but not limited to, x, y and z," but the phrase "including without limitation x, y and z" would be construed as it reads.
12. The terms "the company" or "your company" refer not only to the addressee of this letter as it is currently named and constituted, but also to all predecessors and successors in interest of the addressee, and all subsidiaries, divisions, affiliates, and branches of the addressee and its predecessors and successors.
13. The term "Peck Iron and Metal Co." shall mean the corporation known as Peck Iron and Metal Co., Inc., as well as Peck Recycling, and any other company controlled by Julius S. Peck, B. David Peck or Aaron Peck and operating at the Site.
14. The term "person" shall mean an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, state, municipality, commission, political subdivision of a state, or any interstate body. See Subsection 101 (21) of CERCLA, 42 U.S.C. § 9601 (21).
15. The term "pollutant or contaminant," shall have the same definition as that contained in Subsection 101 (33) of CERCLA, 42 U.S.C. § 9601 (33), and includes any mixtures of such pollutants and contaminants with any other substances.
16. The term "property interest" means any interest in property including but not limited to, any ownership interest, an easement, a deed, a lease, a mining claim, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.
17. The term "recyclable material" has the same definition as contained in 42 U.S.C. § 9627, and means scrap paper, scrap plastic, scrap glass, scrap textiles, scrap rubber (other than whole tires), scrap metal, or spent lead-acid, spent nickel-cadmium, and other spent batteries, as well as minor amounts of material incident to or adhering to the scrap material as a result of its normal and customary use prior to becoming scrap; except that such term shall not include: 1) shipping containers of a capacity from 30 liters to 3,000 liters, whether intact or not, having any hazardous substance (but not metal bits and pieces or hazardous substance that form an integral part of the container) contained in or adhering thereto; or 2) any item of material that contained polychlorinated biphenyls at a concentration in excess of 50 parts per million or any new standard promulgated pursuant to applicable Federal laws.



18. The term "release" has the same definition as that contained in Subsection 101 (22) of CERCLA, 42 U.S.C. § 9601 (22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
19. The term "scrap metal" shall have the same definition contained in 42 U.S.C. § 9627 and shall mean bits and pieces of metal parts (e.g., bars, turnings, rods, sheets, wire) or metal pieces that may be combined together with bolts or soldering (e.g., radiators, scrap automobiles, railroad box cars), which when worn or superfluous can be recycled, except for scrap metals that the EPA Administrator excludes from this definition by regulation.
20. The terms "Site" shall mean the Peck Iron and Metal Co. facility located at 3850 Elm Avenue in Portsmouth, Virginia. The Site shall include, without limitation, the surface of the property, the subsurface, and the groundwater. The borders of the Site are depicted on the enclosed map (Exhibit 3).
21. Words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions as necessary to bring within the scope of these Information Requests any information which might otherwise be construed to be outside its scope.
22. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, or 40 C.F.R. Part 300, in which case the statutory or regulatory definitions shall apply.

### **INFORMATION REQUESTS**

For the following questions which relate to transactions involving scrap metals, or other scrap materials, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

1. List all shipments of scrap materials, including scrap metal, which you have sent to the Site. Include the date for each transaction, the type and quantity of scrap metal sent, the amount paid or collected in connection with each transaction, the method of payment, and identity of the person making or receiving payment.
2. For each shipment of scrap material identified in response to Question 1 above, identify:
  - a. the source of the scrap material;
  - b. the prior use of the scrap material;
  - c. whether the scrap material was a collection of homogenous materials;



- d. whether the scrap material was tested for any hazardous substances prior to shipment to Peck Iron and Metal Co.
3. At the time of the transaction(s) involving scrap materials listed in your response to Question 1(a), what was the intended disposition of the scrap materials at the Site?
4. Did a market exist for the scrap metal listed in your response to Question 1, above? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., ISRI, Department of Defense, or wherever you would find the grade published).
5. What commercial specification grade did the scrap metal listed in your response to Question 1(a) meet? Identify/list the commercial specification grades that each scrap metal identified in 1(a) met.
6. After sale, transfer, delivery, or disposal, what portion of the scrap metal listed in your response to Question 1(a) was to be made available for use as a feedstock for the manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
7. Could the scrap metal listed in your response to Question 1(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
8. Could any products to be made from the scrap metal listed in your response to Question 1(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
9. Did you process any of the scrap materials sent to Peck Iron and Metal Co. prior to transport and delivery to the Site? If yes, describe the process used and the purpose for subjecting the scrap material to the process.
10. Was the transaction between you and Peck Iron and Metal Co.: 1) an outright sale; 2) the subject of a written or verbal "tolling" agreement between the companies; or 3) the "banking" of the transacted material in a metal account at your request for return or other disposition at a later date.
11. Did you have a basis for believing that the scrap materials listed in your response to Question 1(a) would be recycled? If not, what was that basis? Provide supporting documentation.
12. Describe all efforts (i.e., site visits) taken by you to determine what would be done with the scrap materials identified in your response to Question 1(a) that may have been sold, transferred, or delivered to Peck Iron and Metal Co. at the Site.



13. What steps (e.g., internal procedures, Federal, state, and local compliance inquiries) were taken by you to ensure that Peck Iron and Metal Co., the recipient of the scrap materials listed in your response to Question 1(a), was in compliance with applicable Federal environmental regulations or standards, and any amendments, with respect to the scrap materials it received from you?
14. Did you have any basis for believing that the Peck Iron and Metal Co. facility at the Site was in compliance with substantive provisions of any Federal, state, or local environmental laws or regulations, or compliance order or decree applicable to the handling, processing, reclaiming, storage, or other management activities associated with the scrap materials listed in your response to Question 1(a)? If so, identify that basis and provide supporting documentation.
15. Describe the efforts you undertook with respect to the management and handling of the scrap materials listed in your response to Question 1(a), including the extent to which they complied with customary industry practices current at the time of the transaction designed to minimize contamination of the scrap materials by hazardous substances.
16. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the scrap materials listed in your response to Question 1(a).
17. Identify the person(s) answering these questions and requests for copies of documents on behalf of your company.
18. For each Request, identify all persons consulted in the preparation of the answer.
19. For each Request, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Request and provide true and accurate copies of all such documents.
20. Describe in detail any agreement/contract your company has had with Peck Iron and Metal Company. In addition, identify any other company operating at the Site and describe in detail any arrangements you have had with each such company, if any, including the time period of your involvement with such company.
21. Provide all business records pertaining to your company and Peck Iron and Metal Company, or any other company operating at the Site, including:
  - a. Copies of correspondence to and from these companies, including letters and memoranda (both internal and external);



- b. Copies of invoices, manifests, bills-of-lading, purchase orders, tickets, and any other documents pertaining to shipping, receiving, and transporting scrap materials; and
  - c. Copies of all business records pertaining to sale, transfer, delivery, or disposal, of any hazardous substances, scrap materials, and/or recyclable materials to the Site.
  - d. If you are unable to provide any or all of these documents, explain why, and what you did to find them.
22. If you have reason to believe that someone could provide a more detailed or complete response to any of these questions or requests for copies of documents, or if you have reason to believe that there could be someone who may be able to provide additional documents that would be responsive to these questions and requests for copies of documents, identify such person(s), identify the additional documents that they may have, and describe any information related to these questions that they may have.
23. Provide details, including dates and materials involved, of all on-site spills or releases of hazardous materials of which you have knowledge and that occurred during the processing of scrap materials containing hazardous substances at the Site.
24. To the extent not identified in Question 1, identify all transactions or agreements for disposal in which your company gave, sold, or transferred any material or item, scrap materials, waste materials, pollutant, or contaminant, including copper-bearing material and ash, to the Site. In addition:
- a. State the dates on which each such person may have given, sold, transferred, or delivered such material.
  - b. Describe the materials or items that may have been given, sold, transferred, or delivered, including the type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.
  - c. Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each such arrangement.
  - d. State whether any of the hazardous substances identified in subpart c. above exhibit any of the characteristics of a hazardous waste identified in 40 C.F.R. Section 261, Subpart C.
25. What other materials, if any, did you send to the Site (items/materials not covered in Question 24 above)?
- a. Describe the purpose of each sale, transfer, or delivery of materials to the Site.



26. Describe what was done to materials indicated in your response to Questions 24 and 25 above once they were brought to the Site including any further processing of the materials.
27. Identify the person(s) who sold, transferred, delivered, and selected the Site as the location at which scrap materials from your company were to be disposed or treated.
  - a. Identify all documents mentioning these arrangements for disposal.
  - b. Describe all efforts (i.e., site visits) taken by the person(s) identified in your response to Question 25 above to determine what would be done with the materials that may have been sold, transferred, or delivered after such materials had been sold, transferred, or delivered to the Site.
28. For each sale, transfer, or delivery of materials to the Site, had any hazardous substances been added to the materials described in your response to Questions 24 and 25 above? If so, identify the hazardous substance added and the person responsible for adding such hazardous substance.
  - a. Why were these hazardous substances added to the materials?
  - b. Describe the source of or the process that produced the materials described in your response to Questions 24 and 25 above.
29. Identify all individuals who currently have, or who previously had, responsibility for your environmental matters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of your company's wastes, scrap materials and/or recyclable materials). Hereafter, these individuals are referred to as environmental caretakers. For each environmental caretaker, indicate the dates of the individual's employment or contractual obligation (i.e., the dates indicating the length of the individual's tenure[s]), the nature of the individual's duties and responsibilities, and a description of the type of environmental information that the individual would know.

For each and every question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then provide the names, titles, areas of responsibility, current addresses and telephone numbers of the persons from whom such information or documents may be obtained.

If you have any information about other parties who may have information which may assist the Agency in its investigation of the Site or who may be responsible for the generation of scrap materials sent to the Site, the transportation of scrap materials to the Site, or the release of contaminants at the Site, please provide such information. The information you provide in response to this Request should include each party's name, address, type of business and the reasons why you believe the party may have contributed to the contamination at the Site or may have information regarding the Site.



You must respond in writing to this required submission of information within **thirty (30) calendar days** of your receipt of this letter.

If, for any reason, you do not provide all information responsive to this letter, your answer to EPA must: (1) describe specifically what was not provided, and (2) provide EPA an appropriate reason why the information was not provided.

All documents and information should be sent to:

Joan Martin Banks (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, et seq.

If you have any questions concerning the PRP investigation, please contact Civil Investigator Joan Martin Banks at (215) 814-3156. If you have any legal questions, please contact Senior Assistant Regional Counsel Patricia C. Miller, of EPA's Office of Regional Counsel, at (215) 814-2662.

Sincerely,



Humane Zia, Acting Chief  
Cost Recovery Branch

Enclosures:

1. Business Confidentiality Claims/Disclosure of Your Response to EPA Contractors and Grantees
2. List of Contractors That May Review Your Response
3. Site Location Map

cc: Patricia C. Miller, Esq., (3RC42)  
Richard Rupert, OSC, (3HS31)  
Erica Dameron, VA DEQ



## Enclosure 1

### **Business Confidentiality Claims**

You are entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Section 2.203(b). Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

### **Disclosure Of Your Response to EPA Contractors and Grantees**

EPA may contract with one or more independent contracting firms (See Enclosure 3) to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employment Program (SEE Enrollees). The SEE program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to CERCLA, 42 U.S.C. Section 9604(e)(7) and EPA's regulations at 40 C.F.R. Section 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed.Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure 3, you must notify EPA in writing at the time you submit such documents.



## Enclosure 2

[rev. 10/2007]

### List of Contractors That May Review Your Response

- Chenega Integrated Systems, LLC  
Contract #EP-S3-04-01  
Subcontractors:  
    DPRA  
    Tri-State Enterprise Corporation
- Tetra Tech EM, Inc.  
Contract #68-S3-0002  
Subcontractor:  
    Eagle Instruments, Inc.
- Ecology and Environment, Inc.  
Contract #68-S3-0001  
Subcontractor:  
    S & S Engineers, Inc.
- IT Corporation  
Contract #68-S3-00-06  
Subcontractors:  
    Weavertown Environmental Group  
    Environmental Restoration Company
- Earth Tech, Inc.  
Contract #68-S3-00-07  
Subcontractors:  
    Industrial Marine Services, Inc.  
    Cline Oil  
    Hertz Equipment Rental
- EA Engineering, Science and Technology, Inc.  
Contract #EP-S3-07-07  
Subcontractor:  
    URS
- Tetra Tech NUS, Inc.  
Contract #EP-S3-07-04
- Hydrogeologic (HGL)  
Contract #EP-S3-07-05  
Subcontractor: CH2MHill
- CDM-Federal Programs Corporation  
Contract # EP-S3-07-06  
Subcontractors:  
    L. Robert Kimball & Associates Inc.  
    Page Technologies Inc.  
    Avatar Environmental LLC  
    Terradon Corporation
- Eisenstein Malanchuck, LLP  
Contract #EP-W-06-014  
Subcontractors:  
    James C. Hermann & Associates  
    R. M. Fields International, LLC  
    McRae & Company, Inc.
- Tech Law, Inc.  
Contract #EP-S3-04-03
- WRS Infrastructure & Environment, Inc. –  
Contract # 68-S3-03-02
- Kemron Environmental Services  
Contract # 68-S3-03-05
- Industrial Marine Services, Inc.  
Contract # 68-S3-03-03
- Guardian Environmental Services, Inc.  
Contract # 68-S3-03-04
- Booz-Allen & Hamilton  
Contract # GS-10F-0090J (GSA Schedule)
- Booz-Allen & Hamilton  
Contract # GS-35F-0306J (GSA Schedule)
- Artic Slope Regional Corporation  
Contract # EP-W-05-052  
Subcontractor: Booz-Allen & Hamilton

### List of Inter-Agency Agreements

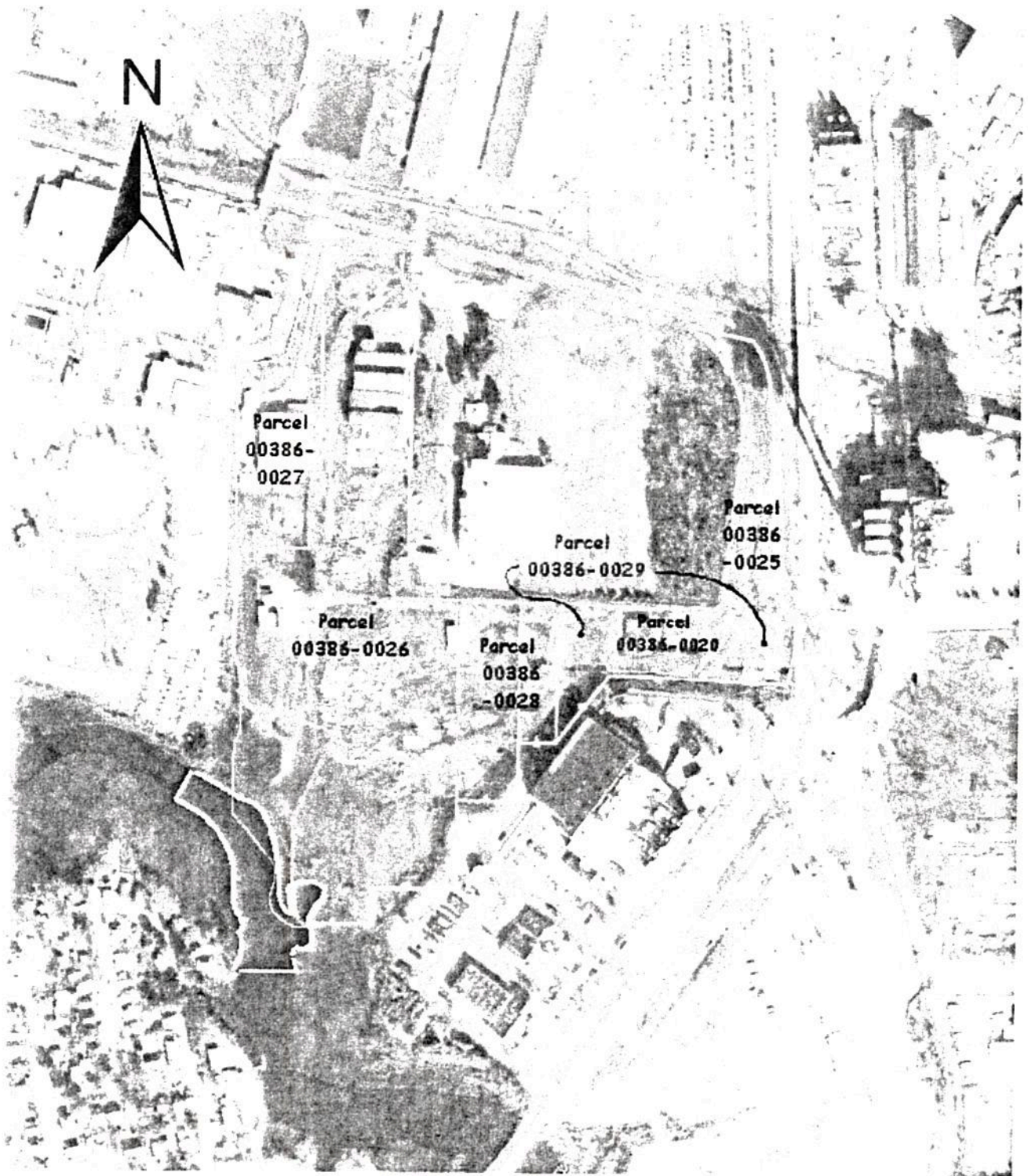
- General Services Administration  
CERCLIS/FCT/ICIS  
Contractor: Booz-Allen & Hamilton
- General Services Administration  
Breslube Penn Superfund Site  
Contractor: Booz-Allen & Hamilton

### List of Cooperative Agreements

- National Association of Hispanic Elderly  
#CQ-822511
- AARP Foundation (Senior Environmental Employment)  
  
#824021  
#823952
- National Older Work Career Center, Inc.  
(NOWCC)- #CQ-830919



# Peck Iron and Metal Site Exhibit 3







UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029



SDMS DocID

2127010

ORIGINAL

**NOTICE OF POTENTIAL LIABILITY**  
**URGENT LEGAL MATTER: PROMPT REPLY REQUIRED**  
**CERTIFIED MAIL: RETURN RECEIPT REQUESTED**

MAY 20 2009

GATX Corporation  
Brian Kenney, CEO  
222 W. Adams Street  
Chicago, IL 60606-5314

**Re: Peck Iron and Metal Site  
Portsmouth, Virginia**

Dear Mr. Kenney:

This letter notifies you that the GATX Corporation (hereinafter, "your company" or "GATX") may incur, or may have incurred, liability under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607(a), with respect to the Peck Iron and Metal Site ("Site") located in Portsmouth, Virginia. This letter also notifies you of potential response activities at the Site, which you may be asked to pay for at a later date if the United States Environmental Protection Agency ("EPA") performs them.

Under CERCLA, commonly known as the federal "Superfund" law, the EPA is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. EPA has documented that such a release has occurred at the Site. EPA has spent, or is considering spending, public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available to EPA, EPA has determined that your company may be responsible under CERCLA for cleanup of the Site or costs EPA has incurred in cleaning up the Site.

**EXPLANATION OF POTENTIAL LIABILITY**

Under CERCLA, specifically Sections 106(a) and 107(a), potentially responsible parties ("PRPs") may be required to perform cleanup actions to protect the public health, welfare, or the environment. PRPs may also be responsible for costs incurred by EPA in cleaning up the Site, unless the PRP can show divisibility or any of the other statutory defenses. PRPs include current



and former owners and operators of a site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the site, and persons who accepted hazardous substances for transport and selected the site to which the hazardous substances were delivered.

The Peck Co., (and its predecessor company Peck Iron & Steel Co., both of which are collectively referred to as "Peck") was a scrap metal business that was in business from approximately 1945 through the early 1990s. EPA has obtained information that the Site was operated by Peck, which purchased, processed, stored and shipped metal scrap from various military bases, governmental agencies, and businesses. The scrap processed by Peck at the Site included obsolete equipment, attachments, parts, other miscellaneous materials, and scrapped naval vessels. During a July 9, 2003 meeting at the Site with EPA and the Virginia Department of Environmental Quality ("VADEQ"), a former principal of Peck stated that polychlorinated biphenyls (PCB) containing transformers were disassembled and wires were burned to remove insulation. Peck's operations resulted in the improper storage and disposal of hazardous substances and the release of hazardous substances into the environment.

Peck received at the Site various materials that contained hazardous substances, including but not limited to lead and PCBs. Lead is a hazardous substance as set forth in 40 C.F.R. §§ 261.21 and 261.24 under the Resource Conservation and Recovery Act ("RCRA"). Zinc is a hazardous substance as set forth in 40 C.F.R. § 302.4. PCBs are hazardous substances as set forth in 40 C.F.R. § 302.4. These substances are also classified by the U.S. Department of Transportation as hazardous.

The facility processed scrap materials by sorting them, staging them, cutting them down to size, and then loading them onto railcars for shipment to consumers. Lead from batteries was reclaimed in a process referred to as "battery breaking". In this process the top of the battery is removed and the contents of the battery – lead plates, insulating grid and acid – are dumped onto the ground. The plates are recovered and stored for later processing or shipping. The remaining debris consisting of cases and grids typically are stored in piles for later disposal. Transformers containing PCBs were processed in the "shear area" by removing the transformers' carcasses and then collecting the oil with PCBs and insulated wire from within. The oil was used for various purposes at the Site including dust suppression in summer and fuel for warming fires in winter. Insulation on the transformer wire was sometimes burned off. The processing at the facility generated recovered materials and waste including PCB-contaminated wastes such as oil and insulation, as well as asbestos, munitions, miscellaneous fugitive metal debris, hydraulic fluids and waste oils.

Based on the information collected, EPA believes that your company may be liable under Section 107(a) of CERCLA with respect to the Site, as a person who arranged for disposal or treatment of hazardous substances sent to the Site. Specifically, EPA has reason to believe that your company arranged for the disposal and/or treatment of lead, zinc, and PCBs (as well as other substances) at the Site.



## **SITE RESPONSE ACTIVITIES**

Several Site inspections were conducted by EPA and revealed a large open field covered with construction debris piles. A well-established wetland makes-up the southern margin of the Site adjacent to Paradise Creek. Various types of metallic debris can be observed on the surface of the ground; some debris is partially buried. Some degraded projectiles and shell casings also were observed on the surface of the ground.

On October 5, 2006, EPA began an emergency removal action and on January 11, 2007, EPA issued an Administrative Order for Removal Response Action (EPA Docket No. CERC-03-2007-0075DC) (the "Order") to The Peck Co., and the related parties, JSP Land Company, Inc., Peck-Portsmouth Recycling Company, Inc., and ELM Leasing Company, Inc. Pursuant to the Order, these entities submitted an Extent of Contamination Study ("EOC") on October 24, 2008. The EOC revealed significant contamination across the Site. Of the approximately 800 soil samples collected on the Site, nearly all indicated concentrations of PCBs, lead, and arsenic magnitudes above the Regional Screening Levels ("RSLs") for Chemical Contaminants at Superfund Sites - Industrial Soil Screening Levels.

In addition, the Site had been referred to the Region III Site Assessment Branch for evaluation in the Hazard Ranking System ("HRS") for potential placement of the Site on the National Priorities List ("NPL"). The Site was subsequently proposed in the Federal Register for inclusion on the NPL on April 9, 2009 with a potential listing expected in September 2009. EPA expects to conduct or to have PRPs conduct the following studies at the Site:

1. A removal action to reduce any immediate threat in the environment or human health posed by the site;
2. Remedial Investigation ("RI") - Further investigations to define the nature and extent of soil, air, ground water, surface water and sediment contamination at the Site and to identify the local hydro-geological characteristics and impact on biotic receptors at the Site; and a
3. Feasibility Study ("FS") - A study to evaluate possible response actions to remove or contain hazardous substances, pollutants, and contaminants at the Site.

EPA may expend additional funds for response activities at the Site under the authority of CERCLA and other laws.

## **SPECIAL NOTICE AND NEGOTIATION MORATORIUM**

You may receive an additional notice from EPA in the future concerning the Site. The following four paragraphs are a detailed description of this future notice. You do not need to take any specific action regarding this future notice at this time. The description is provided to you here so that you can anticipate and understand the process.



The future notice will either inform you that EPA is using the CERCLA Section 122(e) special notice procedure to formally negotiate the terms of a consent order or consent decree to conduct or to finance Site response activities, or it will inform you that EPA is electing not to utilize this procedure. If EPA does not use the Section 122(e) special notice procedure, the notice will specify why special notice was not considered appropriate in this case.

Under Section 122(e), EPA has discretionary authority to use the special notice procedure if EPA determines that such procedure would facilitate an agreement between EPA and the PRPs for taking response action and would expedite remedial action at the Site. Use of this special notice procedure triggers a moratorium on certain government activities at the Site. The purpose of the moratorium is to provide a period of time when PRPs and EPA may enter into formal negotiations for an agreement under which the response activities will be financed and performed by the PRPs.

If special notice is provided with respect to the Remedial Investigation and Feasibility Study ("RI/FS") at the Site, the moratorium period, during which EPA will not initiate implementation of the RI/FS, lasts for 60 days after receipt of special notice. If EPA determines that a good faith offer to perform or to finance the RI/FS is submitted by the PRPs within 60 days, the statute provides a 30-day extension for further negotiations. Following completion of the RI/FS, a second moratorium period during which EPA may not initiate response activities occurs with regard to the Remedial Design/Remedial Action ("RD/RA"). The RD/RA moratorium also lasts for 60 days after the RD/RA special notice has been issued. If EPA determines that a good faith offer for the performance of the RD/RA is submitted by the PRPs within 60 days, the statute provides for an additional 60-day extension for further negotiations.

If EPA determines that a good faith offer has not been submitted within the first 60 days of any moratorium period, EPA may terminate the negotiation moratorium pursuant to Section 122(e)(4) of CERCLA and may commence response activities or enforcement actions as it deems appropriate. In the absence of an agreement with the parties to perform or to finance the necessary response activities, EPA may undertake these activities and pursue civil litigation against the parties for reimbursement of Site expenditures. Alternatively, EPA may issue a unilateral administrative order ("UAO") pursuant to Section 106(a) of CERCLA to require PRPs to conduct response activities, and/or may commence civil litigation pursuant to Section 106(a) of CERCLA to obtain similar relief. Failure to comply with a UAO issued pursuant to Section 106(a) of CERCLA may result in a fine of up to \$37,500 per day, pursuant to Section 106(b) of CERCLA and 40 C.F.R. Part 19, and/or imposition of treble damages, pursuant to Section 107(c)(3) of CERCLA.

The preceding explanation of special notice and the negotiation moratorium procedure is for your general information about the Superfund process. It does not require any specific action on your part at this time.



### **PRP RESPONSE AND EPA CONTACT**

You are encouraged to contact EPA in writing within **thirty (30)** calendar days of the receipt of this letter to express your willingness or unwillingness to participate in future negotiations concerning this Site. You may respond individually or through a steering committee if such a committee has been formed. Your response will be considered by EPA in determining whether the special notice procedure should be used for this Site.

If you are already involved in discussions with State or local authorities, engaged in voluntary action or involved in a lawsuit regarding this Site, you should not interpret this letter as advising or directing you to restrict or to discontinue any such activities. You should, however, report the status of those discussions or activities in your letter to EPA. Please provide EPA with a copy of your letter to any other party involved in those discussions.

Your response to this letter should be addressed to:

Laura Johnson, Remedial Project Manager (3HS23)  
DE, VA, WV Remedial Branch  
U. S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

The following information may be useful in your consideration of this matter.

### **INFORMATION TO ASSIST POTENTIALLY RESPONSIBLE PARTIES**

EPA encourages good faith negotiations between the PRPs and EPA, as well as among the PRPs. A list of the names and addresses of PRPs to whom this notification is being sent along with the name(s) of PRPs previously notified is being provided. This list represents EPA's preliminary findings on the identities of the PRPs for the Site. Inclusion on, or exclusion from, the list does not constitute a final determination by EPA concerning the liability of any party for the release or threat of release of hazardous substances at or from the Site.

### **DE MINIMIS SETTLEMENTS**

Under CERCLA § 122(g) of CERCLA, whenever practicable and in the public interest, EPA may offer special settlements "to parties whose waste contribution to a site is minimal in volume and toxicity, that is, de minimis parties."

Individuals or businesses resolving their Superfund liability as de minimis parties are not typically required to perform site cleanup. Instead, EPA requires de minimis settlers to pay their fair share of cleanup costs incurred, plus a "premium" that accounts for, among other things, uncertainties associated with the costs of work to be performed in the future. In return, de minimis settlers receive: (1) a covenant not to sue, which is a promise that EPA will not bring any future legal action against the settling party for the specific matters addressed in the settlement; and (2) contribution protection, which provides a settling party with protection from being sued by other responsible parties for the specific matters addressed in the settlement.



Participation in a de minimis settlement means that you are settling directly with EPA as soon as it is possible to do so.

If your company believes that it may be eligible for a de minimis settlement at this Site, please contact Joan E. Martin-Banks, Civil Investigator, at (215) 814-3156 for additional information on "De Minimis Settlements." Additional information will be sent to you, and you may be asked to respond in writing to questions about your involvement with the Site to assist EPA in making a determination as to whether you may be eligible for such a settlement.

### **ADMINISTRATIVE RECORD**

Pursuant to CERCLA Section 113(k), 42 U.S.C. §9613(k), EPA establishes an administrative record that contains documents which form the basis for EPA's decision on the selection of each response action for a site. The administrative record will be available to the public for inspection and comment before any remedial action is selected by EPA. A copy of the record for each response action selected for the Site will be available on the internet at [www.epa.gov/arweb](http://www.epa.gov/arweb) and will be available in hardcopy, on microfilm, or on compact disk at specific location(s). A copy will be located at the EPA Regional office, 1650 Arch Street, Philadelphia, Pennsylvania 19103. The contact person in the Regional office is Anna Butch telephone at (215) 814-3157.

### **FUTURE FINANCIAL REVIEW**

EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within this category, please contact Joan E. Martin-Banks, Civil Investigator at (215) 814-3156 for information on "Ability to Pay Settlements." In response, you will receive a package of information about the potential for such settlements and a form to fill out with information about your finances, and you will be asked to submit financial records including business federal income tax returns. If EPA concludes that your company has a legitimate inability to pay the full amount of EPA's costs, EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Please note that, because EPA has a potential claim against you, you must include EPA as a creditor in subsequent bankruptcy proceedings.

### **RESOURCES AND INFORMATION FOR SMALL BUSINESSES**

As you may be aware, on January 11, 2002, former President Bush signed into law the Superfund Small Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law via the Internet at <http://www.epa.gov/swerosps/bf/sblrbra.htm> and review EPA guidances regarding these exemptions at <http://www.epa.gov/compliance/resources/policies/cleanup/superfund>.



EPA has created a number of helpful resources for small businesses. EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at [www.epa.gov](http://www.epa.gov). In addition, the EPA Small Business Ombudsman may be contacted at [www.epa.gov/sbo](http://www.epa.gov/sbo). Finally, EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA"), which is enclosed with this letter.

Please give these matters your immediate attention and consideration. If you have any questions regarding the PRP Search activities performed at this Site, please contact Joan E. Martin Banks, Civil Investigator, at (215) 814-3156, or have your attorney contact James Van Orden of EPA's Office of Regional Counsel at (215) 814-2693. Laura Johnson, the Site RPM, can be reached by telephone at (215) 814-3295. Thank you for your prompt attention to this matter.

Sincerely,



Karen Melvin, Associate Division Director  
Office of Enforcement  
Hazardous Site Cleanup Division

Enclosures:

1. List of PRPS Receiving Notice Letter
2. Responsible Parties Previously Noticed and/or Ordered
3. SBREFA Information

cc: Erica Dameron, VA DEQ  
James Van Orden, Esq., (3RC42)  
Richard Rupert, OSC (3HS31)  
Laura Johnson, RPM (3HS23)  
Marland O. Webb, Esq.



## **Enclosure 1**

### **Notice Letter Recipient List** **Peck Iron and Metal Site, Portsmouth, Virginia**

#### **Arrangers**

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### **Owner/Operators**

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Peck-Portsmouth Recycling Company, Inc.  
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c/o Brian L. Buniva, Esq.  
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[Brian.Buniva@leclairryan.com](mailto:Brian.Buniva@leclairryan.com)



Enclosure 2

Parties Previously Issued Administrative Order for Removal Response Action,  
January 11, 2007, (EPA Docket No.CERC-03-2007-0075DC)

Elm Leasing Company, Inc.  
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(804) 916-7130  
[Brian.Buniva@leclairryan.com](mailto:Brian.Buniva@leclairryan.com)

JSP Land Company, Inc.  
B. David Peck, CEO  
c/o Brian L. Buniva, Esq.  
LeClairRyan  
Federal Reserve Bank Building  
701 E. Byrd Street  
P. O. Box 2499  
Richmond, VA 23218  
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The Peck Co.  
B. David Peck, CEO  
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Peck-Portsmouth Recycling Company, Inc.  
B. David Peck, CEO  
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Party Previously Noticed on April 10, 2009

Chesapeake Corporation  
J. P. Causey, Jr., EVP, Secretary & General Counsel  
1021 E. Cary Street  
James Center II, 22<sup>nd</sup> Floor  
Richmond, VA 23219  
Andrew G. Mauck, Esq.  
Troutman Sanders LLP  
P. O. Box 1122  
Richmond, VA 23218-1122  
(804) 697-1215  
[andy.mauck@troutmansanders.com](mailto:andy.mauck@troutmansanders.com)



## Office of Enforcement and Compliance Assurance INFORMATION SHEET

### U. S. EPA Small Business Resources

If you own a small business, the United States Environmental Protection Agency (EPA) offers a variety of compliance assistance resources such as workshops, training sessions, hotlines, websites, and guides to assist you in complying with federal and state environmental laws. These resources can help you understand your environmental obligations, improve compliance, and find cost-effective ways to comply through the use of pollution prevention and other innovative technologies.

#### Compliance Assistance Centers

([www.assistancecenters.net](http://www.assistancecenters.net))

In partnership with industry, universities, and other federal and state agencies, EPA has established Compliance Assistance Centers that provide information targeted to industries with many small businesses.

##### Agriculture

([www.epa.gov/agriculture](http://www.epa.gov/agriculture) or 1-888-663-2155)

##### Automotive Recycling Industry

([www.ecarcenter.org](http://www.ecarcenter.org))

##### Automotive Service and Repair

([www.ccar-greenlink.org](http://www.ccar-greenlink.org) or 1-888-GRN-LINK)

##### Chemical Industry

([www.chemalliance.org](http://www.chemalliance.org))

##### Construction Industry

([www.cicacenter.org](http://www.cicacenter.org) or 1-734-995-4911)

##### Education

([www.campuserc.org](http://www.campuserc.org))

##### Healthcare Industry

([www.hercenter.org](http://www.hercenter.org) or 1-734-995-4911)

##### Metal Finishing

([www.nmfrc.org](http://www.nmfrc.org) or 1-734-995-4911)

##### Paints and Coatings

([www.paintcenter.org](http://www.paintcenter.org) or 1-734-995-4911)

##### Printed Wiring Board Manufacturing

([www.pwbrc.org](http://www.pwbrc.org) or 1-734-995-4911)

##### Printing

([www.pneac.org](http://www.pneac.org) or 1-888-USPNEAC)

##### Transportation Industry

([www.transource.org](http://www.transource.org))

##### Tribal Governments and Indian Country

([www.epa.gov/tribal/compliance](http://www.epa.gov/tribal/compliance) or 202-564-2516)

##### US Border Environmental Issues

([www.bordercenter.org](http://www.bordercenter.org) or 1-734-995-4911)

The Centers also provide State Resource Locators

([www.envcap.org/statetools/index.cfm](http://www.envcap.org/statetools/index.cfm)) for a wide range of topics to help you find important environmental compliance information specific to your state.

#### EPA Websites

EPA has several Internet sites that provide useful compliance assistance information and materials for small businesses. If you don't have access to the Internet at your business, many public libraries provide access to the Internet at minimal or no cost.

##### EPA's Home Page

[www.epa.gov](http://www.epa.gov)

##### Small Business Gateway

[www.epa.gov/smallbusiness](http://www.epa.gov/smallbusiness)

##### Compliance Assistance Home Page

[www.epa.gov/compliance/assistance](http://www.epa.gov/compliance/assistance)

##### Office of Enforcement and Compliance Assurance

[www.epa.gov/compliance](http://www.epa.gov/compliance)

##### Voluntary Partnership Programs

[www.epa.gov/partners](http://www.epa.gov/partners)



### Hotlines, Helplines & Clearinghouses

([www.epa.gov/epahome/hotline.htm](http://www.epa.gov/epahome/hotline.htm))

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. A few examples are listed below:

Clean Air Technology Center  
([www.epa.gov/ttn/catc](http://www.epa.gov/ttn/catc) or 1-919-541-0800)

Emergency Planning and Community Right-To-Know Act  
([www.epa.gov/superfund/resources/infocenter/epcra.htm](http://www.epa.gov/superfund/resources/infocenter/epcra.htm) or 1-800-424-9346)

EPA's Small Business Ombudsman Hotline provides regulatory and technical assistance information.  
([www.epa.gov/sbo](http://www.epa.gov/sbo) or 1-800-368-5888)

The National Environmental Compliance Assistance Clearinghouse provides quick access to compliance assistance tools, contacts, and planned activities from the U.S. EPA, states, and other compliance assistance providers  
([www.epa.gov/clearinghouse](http://www.epa.gov/clearinghouse))

National Response Center to report oil and hazardous substance spills.  
([www.nrc.uscg.mil](http://www.nrc.uscg.mil) or 1-800-424-8802)

Pollution Prevention Information Clearinghouse  
([www.epa.gov/opptintr/ppic](http://www.epa.gov/opptintr/ppic) or 1-202-566-0799)

Safe Drinking Water Hotline  
([www.epa.gov/safewater/hotline/index.html](http://www.epa.gov/safewater/hotline/index.html) or 1-800-426-4791)

Stratospheric Ozone Refrigerants Information  
([www.epa.gov/ozone](http://www.epa.gov/ozone) or 1-800-296-1996)

Toxics Assistance Information Service also includes asbestos inquiries.  
(1-202-554-1404)

Wetlands Helpline  
([www.epa.gov/owow/wetlands/wetline.html](http://www.epa.gov/owow/wetlands/wetline.html) or 1-800-832-7828)

### State Agencies

Many state agencies have established compliance assistance programs that provide on-site and other types of assistance. Contact your local state environmental agency for more information or the following two resources:

EPA's Small Business Ombudsman  
([www.epa.gov/sbo](http://www.epa.gov/sbo) or 1-800-368-5888)

Small Business Environmental Homepage  
([www.smallbiz-enviroweb.org](http://www.smallbiz-enviroweb.org) or 1-724-452-4722)

### Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated,

businesses may be eligible for penalty waivers or reductions. EPA has two policies that potentially apply to small businesses:

The Small Business Compliance Policy  
([www.epa.gov/compliance/incentives/smallbusiness](http://www.epa.gov/compliance/incentives/smallbusiness))

Audit Policy  
([www.epa.gov/compliance/incentives/auditing](http://www.epa.gov/compliance/incentives/auditing))

### Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established an SBA Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System (NAICS) designation, number of employees, or annual receipts, defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

### Your Duty to Comply

If you receive compliance assistance or submit comments to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

*EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.*



United States  
Environmental Protection  
Agency

Region 3

PFE ORIGINAL

## Hazardous Site Cleanup Division

1650 Arch Street

Philadelphia, PA 19103-2029

### FAX TRANSMISSION

DATE: 08/28/08

PAGE 1 of 2

#### PLEASE DELIVER AT ONCE TO:

NAME: Marlon Webb

FIRM NAME: GATX

PHONE: 312-621-8464

FAX NUMBER: 312-499-7552

FROM: Joan Martin Banks

PHONE: 215-814-3156

FAX NUMBER: 1-(215) 814-3005

COMMENTS/NOTE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



POUNDS

TONS

PFE ORIGINAL

# CONTRACT ANNUAL FERROUS P

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pounds

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23120

934

440

732

94

33

67

18

17

58

2

in order of 1982 volume

1982

Gross Tons

DUPONT

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HON

1283

CHESAPEAKE

727

VEPCO

877

GATX

888

RF&P

878

RZCO

772

REYNOLDS

537

NNSB

477

OLD DOMINION

471

GE SEAMARK

413

BRISTOL

373

PHILLIP MORRIS

369

BADGER POWER

332

BADISCHE

313

RICHMOND CITY

292

24500 SAUNA





October 8, 1984

General American Trans. Corp.  
120 S. Riverside Plaza  
Chicago, IL 60606

Attention: Mr. Ban Haugh

Dear Mr. Haugh:

Peck Iron & Metal Co., Inc. would like to make a change in our contract for your scrap tank cars. In Item #1, please change price from less \$14.00 per gross ton, using the "Iron Age" publication, high side, #1 Heavy Melt Steel price for PH11, to less \$22.00 same price.

Please notify us if this is acceptable to you.

Sincerely,

PECK IRON & METAL CO., INC.

*Harold Schultz*  
Harold Schultz  
Manager

(46)

HS/efh





Region 3

## Hazardous Site Cleanup Division

1650 Arch Street  
Philadelphia, PA 19103-2029

## FAX TRANSMISSION

DATE: 08/27/08PAGE 1 of 2

## PLEASE DELIVER AT ONCE TO:

NAME: Marlon WebbFIRM NAME: GATXPHONE: 312-621-8464FAX NUMBER: 312-499-7552FROM: Joan Martin BanksPHONE: 215-814-3156FAX NUMBER: 1-(215) 814-3005

COMMENTS/NOTE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





October 8, 1984

General American Trans. Corp.  
120 S. Riverside Plaza  
Chicago, IL 60606

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Please notify us if this is acceptable to you.

Sincerely,

PECK IRON & METAL CO., INC.

*Harold Schultz*  
Harold Schultz  
Manager

56  
HS/efh

Peck Iron & Metal Company, Inc. 11/1/84



PFE ORIGINAL



October 8, 1984

General American Trans. Corp.  
120 S. Riverside Plaza  
Chicago, IL 60606

Attention: Mr. Ban Haugh

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Please notify us if this is acceptable to you.

Sincerely,

PECK IRON & METAL CO., INC.

*Harold Schultz*  
Harold Schultz  
Manager

56

HS/efh



**INTERVIEW SUMMARY**  
**Task Order 0001 Site 24**  
***Peck Iron and Metal Site***

---

**Raymond L. Gottlieb**

---

Prepared for:

**U.S. Environmental Protection Agency**  
**Region 3**  
Enforcement Support Services  
Hazardous Site Cleanup Division  
1650 Arch Street  
Philadelphia, PA 19103

---

Prepared by:

**Chenega Integrated Systems, LLC**  
5911 Kingtowne Village Pkwy  
Suite 300  
Alexandria, VA 22315

Work Assignment Number:  
Date Submitted:  
Contract Number:  
EPA Work Assignment Manager:  
Telephone Number:  
Chenega Project Manager:  
Telephone Number:  
Interviewer:

Task Order 0001 Site 24  
December 29, 2008  
EP-S3-04-01  
Joan Martin-Banks  
(215) 814-3156

(b) (4)

A large black rectangular redaction box covers the bottom right portion of the page, obscuring the names and contact information of the interviewees.



Name: Raymond L. Gottlieb (WITNESS)

(b) (6)

Affiliation: Former Employee/Peck Iron and Metal Company

Telephone:

(b) (6)

Type of Interview: In-Person

Date of Interview: December 10, 2008

On December 10, 2008 the WITNESS was interviewed at his place of employment at (b) (4)

(b) (4)

(b) (4) Senior Investigator, o (b) (4) The WITNESS was interviewed as part of the Potentially Responsible Party search currently being conducted under Task 0001, Site 24, the Peck Iron and Metal Site, Portsmouth, VA (the "Site.") The WITNESS was provided with a copy of the letter of introduction, advised of the nature of the questions to be asked, and that the interview was voluntary. The WITNESS stated that he is not represented by an attorney in this matter and did not want an attorney present. No other persons were present and this interview was not tape-recorded.

During the course of this interview, the WITNESS responded to questions based on guidelines provided by the United States Environmental Protection Agency for former employees.

The WITNESS was asked to explain any association he had with the Peck Iron and Metal (PIM) Site located in Portsmouth, VA.

The WITNESS stated that he was employed by PIM from 1958 to 1983. The WITNESS stated that PIM was a scrap metal yard and that his primary responsibility was to accept bids and write responses to bids for the purchase and/or sale of scrap metal. The WITNESS stated that he was not a manager at PIM and did not supervise any PIM employees.

The WITNESS explained that Julius Peck was the owner/operator of PIM. The WITNESS stated that Julius's two sons, Barry and Aaron worked at PIM and were primarily responsible for evaluating the value of scrap metal PIM was either purchasing or selling. Barry and Aaron were also responsible for the separation and inventory of the scrap.

The WITNESS stated that Barry was assigned to the Peck Iron and Metal location in Richmond, VA in the early 1960s.

When asked if there was a Victor Peck working at PIM, the WITNESS provided the following.



The WITNESS stated that Victor was a nephew of Julius and worked at the Richmond location. The WITNESS stated that Victor died in a car accident in the late 1960s. The WITNESS stated that Victor was approximately 35 years old when he died.

The WITNESS stated that Julius's brother, William Peck, also worked at PIM. The WITNESS stated that William Peck operated the scale house.

When asked to describe how PIM was operated, the WITNESS provided the following.

The WITNESS stated that PIM was located at 3500 Elm Street, Portsmouth, VA. The WITNESS stated that a scale house and office was located at the entrance of PIM.

The WITNESS explained that PIM accepted scrap metal from private customers as well as large corporations. The WITNESS explained that any scrap that had not been bid on in bulk would enter the PIM yard by the scale house.

The WITNESS explained that a full truck was weighed when the truck entered, and then weighed again after the truck's load was dumped. The WITNESS stated that the truck driver was paid based on the weight of the scrap.

When asked if there was any records used at the scale house, the WITNESS stated yes and provided the following.

The WITNESS stated that the scale house utilized a three copy weight ticket. The WITNESS stated that the weight ticket contained the truck drivers' name, truck tag number, weight of truck and a description of the contents of the truck. This ticket would also contain the weight of the truck empty and the amount to be paid by PIM for the load. The WITNESS further explained that William Peck kept one copy of the completed weight ticket. The truck driver would then present one of the two remaining weight tickets to a clerk in the office and the driver would be paid by this clerk.

When asked the names of the clerks that worked in the scale house, the WITNESS provided the following.

- Christine T. Perry

The WITNESS was unable to recall any other names of clerks.

When asked if the truck driver was paid in cash, the WITNESS stated the customers were paid by cash and check. The WITNESS stated that the type of payment was at the request of the customer.

The WITNESS explained that William Peck would inspect the type of waste in each load that entered PIM and the amount of payment would depend on the weight of the load and the type of the scrap.



When asked where these records were stored, the WITNESS stated that he does not know.

When asked where the records were kept for purchases, bids, employee records and any contracts, the WITNESS stated that these records would be kept in the office.

When asked the names of the employees who worked in the office, the WITNESS provided the following.

(b) (6) The WITNESS stated that (b) (6) was the office manager and was responsible for all records.

(b) (6) female): The WITNESS stated that (b) (6) was a clerk in the office.

The WITNESS stated that he cannot recall the names of other individuals who worked in the office. The WITNESS stated that the main office was a tin building located next to the concrete pad that was used to separate scrap. (The WITNESS sketched out the Site. A copy of this sketch is attached.)

The WITNESS stated that a portion of PIM was rented by PIM from the Navy. The WITNESS identified the location of this land on the attached sketch.

The WITNESS stated that Proctor and Gamble Company owned much of the land surrounding PIM. The WITNESS stated that in the late 1960s, PIM purchased this property from Proctor and Gamble.

The WITNESS stated that PIM also received scrap from a railroad system known as the Norfolk-Portsmouth Belt Railroad. The WITNESS stated that gondola cars were operated on this railroad and that PIM received bulk scrap from the Norfolk Navy Ship Yard in the gondola cars.

When asked to identify the types of waste that PIM accepted and to identify the companies associated with the waste, the WITNESS provided the following.

The WITNESS stated that he was primarily involved in bidding for bulk purchases from the Norfolk Navy Yard. The WITNESS stated that the bidding process and the awarding of bids were channeled through the Defense Logistics Command.

The WITNESS stated that from 1958 to approximately 1965, either the WITNESS or Julius, Aaron or Berry Peck would inspect the items on bid and would establish a price for the bid. The WITNESS stated that in approximately 1965, the Defense Logistics Command ("DLC") changed the process and no longer allowed bidders to inspect the items up for bid.

The WITNESS explained that the DLC would publish bid sheets itemizing the contents of each item in the bulk scrap. The WITNESS stated that PIM would then decide on a price for the items. The WITNESS described the bid sheet as indicating the percent of the items



making up the purchase. As an example, the WITNESS stated that the DLC bid sheet would indicate 10% cooper, 5% steel, etc.

The WITNESS stated that once awarded to PIM, they would discover that all of the items were not present or the bulk scrap was short certain items. The WITNESS indicated that when shortages occurred, PIM would appeal the purchase through channels and attempt to lower the price paid. The WITNESS stated that PIM also litigated the award occasionally.

The WITNESS stated that scrap coming from the Norfolk Navy Ship Yard was the single largest source of scrap. He indicated that PIM received thousands of tons of scrap and described the following as the primary waste.

- Steel: Steel from the sides and hull of dismantled ships. Some of this steel would contain lead based paint.
- Pipes: The WITNESS stated that most of the piping received from the Navy Yard were from dismantled ships and that the pipes were painted with lead based paint.
- Cooper: Cooper from dismantled ships.
- Aluminum: Aluminum from dismantled ships.
- Generators: The WITNESS stated that PIM sold the generators to Earl Industries.

The WITNESS stated that from 1958 to approximately the early 1970s, the Norfolk Navy Yard mixed in all types of waste that would be taken from a ship including asbestos from piping and transformers. The WITNESS stated that in approximately 1970 the Navy separated electrical components from the scrap that was put out for bid.

When asked if the WITNESS was aware of an item known as groat, the WITNESS stated no.

The WITNESS was asked if the Peck family operated any other locations. The WITNESS stated yes, and provided the following.

- Gas station on Victory Road, Portsmouth, VA: The WITNESS stated that Julius Peck rented an old gas station located on Victory road. The WITNESS stated that this gas station was used to store heavy equipment and to rent heavy equipment.
- Pinnars Point: the WITNESS stated that the Peck's operated Commonwealth Metals from this location. The WITNESS was not familiar with the Commonwealth Metals operations.

When asked the names of other generators, whose waste was received by PIM, the WITNESS provided the following.

- DuPont Company: The WITNESS stated that there was a DuPont plant in Richmond VA and that scrap was accepted by the Peck operation in Richmond.
- Alcoa: the WITNESS stated that Alcoa waste was purchased by PIM. The WITNESS stated that Alcoa scrap was transported to the Richmond VA Site.



- GATX Corporation: The WITNESS stated that PIM received cut up railroad cars from GATX. The WITNESS stated that this was mostly scrap steel, however some transformers were included.
- Phillip Morris: The WITNESS stated that Peck received Phillip Morris scrap at the Richmond facility. The WITNESS stated that he does not know the contents of this waste.
- Potomac Electric Power ("PEPCO"): The WITNESS stated that PIM received steel, wire, cooper and some transformers from PEPCO. The WITNESS does not know if the electrical transformers had been drained.
- Southeastern Public Service Authority ("SPSA"): The WITNESS stated that PIM received waste from SPSA which was mostly household waste. The WITNESS stated that the waste was separated and metals were salvaged.
- Virginia Electric & Power Company ("VEPCO"): The WITNESS recalled obtaining bids with VEPCO for boilers, generators and transformer wires. The WITNESS does not recall if transformers were included.
- Continental Can: The WITNESS stated that all scrap from Continental Can was transported to the Richmond facility.
- Overhead Door Company: The WITNESS stated that PIM received motors from this Company.

The WITNESS reiterated that his primary duties were to work with the military and he was not as familiar with other companies that PIM had as customers.

The WITNESS was asked if he had any knowledge of the following companies waste or scrap being sold to PIM or disposed at the PIM facility in Portsmouth, VA.

**ABB National Industries, Hampton, VA: Could not recall.**  
**Alcoa (Reynolds): See comments above.**  
**American Gem Corporation, Chesapeake, VA: Could not recall.**  
**Anheuser-Busch, Inc., Williamsburg, VA: Could not recall.**  
**Argent Marine, Solomons, MD: Could not recall.**  
**Associated Naval Architects, Inc, Portsmouth, VA: Could not recall.**  
**CSX Transportation CO, Charlotte, NC: Could not recall.**  
**Electric Motor and Contracting Co., Chesapeake, VA: Could not recall.**  
**Ford Motor Company, Norfolk, VA: Could not recall.**  
**General Electric Company, Richmond, VA: Could not recall.**  
**General Foam Plastics Corp., Norfolk, VA: Could not recall.**  
**General Motors Corporation: Could not recall.**  
**Gwaltney Company, Portsmouth, VA: Could not recall.**



Newport News Shipbuilding and Dry Dock Co., Newport News, VA: Could not recall.  
Norfolk Shipbuilding and Dry Dock, Co., Norfolk, VA: Could not recall.  
Overhead Door Company, Virginia Beach, VA: See comments above.  
Phillip Morris, Inc., Richmond, VA: See comments above.  
Plasser America, Chesapeake, VA: Could not recall.  
Potomac Electric Power Co., Washington, D.C.: See comments above.  
Power Mechanical, Inc., Hampton, VA: Could not recall.  
Southeastern Public Service authority, Chesapeake, VA: See comments above.  
Sumitomo Machinery Corp., Chesapeake, VA: Could not recall.  
U. S. Navy, Norfolk, VA: See comments above.  
AMF Bowling: Richmond, VA: Could not recall.  
Alcatel-Lucent, Murry Hill, NJ: Could not recall.  
Brenco, Petersburg, VA: Could not recall.  
Carolina Steel Corporation, Greensboro, NC: Could not recall.  
Chesapeake, Corporation, Richmond, VA: Could not recall.  
Dean Foods, Dallas Texas: Could not recall.  
E.I. DuPont de Nemours and Company, Wilmington, DE: See comments above.  
Federal-Mogul Corporation, Southfield, MI: Could not recall.  
GATX Corporation, Chicago, IL: See comments above.  
The Hon Company, Muscatines, IA: Could not recall.  
IGM USA Inc., Charlotte, NC: Could not recall.  
Kraft Foods, Northfield, IL: Could not recall.  
Norfolk Southern Corporation, Norfolk, VA: Could not recall.  
Pizzagalli Construction Company, Garner, NC: Could not recall.  
Schlumberger Industries, Houston, TX: Could not recall.  
Seaboard Marine, Miami, FL: Could not recall.  
Stanley Hardware, New Britain, CT: Could not recall.  
Super Radiator Coils, Richmond, VA: Could not recall.  
Waste Management (Chambers Waste Systems of Virginia): Could not recall.  
Windor Supply & Mfg., Inc., Tulsa, OK: Could not recall.

The WITNESS stated that many of the companies mentioned above could have been customers of PIM. The WITNESS indicated that he could not recall any specifics at the present time.

"I declare under penalty of perjury that the foregoing is true and correct."

Executed on \_\_\_\_\_  
(Date)

Signed \_\_\_\_\_  
(Name)



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GAY (NATV)

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Берлин

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~~WOPRite - iBoats with B&C Rod~~

2x6

Victory

RAY, GOTTLIEB  
12/10/198



**Interviewer's Comments and Suggested Follow-up Interviews**

Interviewer Comments: The WITNESS (b) (6)

(b) (6)

I have attached the sketch drawn by the WITNESS as part of this summary.

The WITNESS stated that he would sign a copy of this interview summary.

When asked if he wanted his name kept confidential, (b) (6) the WITNESS stated that he does not care.

Suggested follow-up Interviews:

(b) (6)

- Christine Perry

